

INTERLOCAL AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
And
COLLIN COUNTY, TEXAS

Cooperating Technical Partners FY 2021 Flood Risk Project for East Fork Trinity

This Interlocal Agreement ("Agreement"), is made and entered into by and between the North Central Texas Council of Governments ("NCTCOG") and Collin County (the "Entity"). NCTCOG and the Entity may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, local governments and other community organizations are responsible for the overall health, safety, and welfare of their residents and thus must take the lead as stewards of the watershed; and,

WHEREAS, the actions of upstream and downstream communities within the Watershed directly affect each other; and,

WHEREAS, NCTCOG was awarded Federal Emergency Management Agency (FEMA) funding through the Cooperating Technical Partner (CTP) program to support development of technical resources for its member governments; and,

WHEREAS, the Entity has identified the Watershed as a watershed in need of additional mapping products and technical resources to improve local government decision-making; and,

WHEREAS, NCTCOG, as a FEMA CTP, on behalf of the Entity procured a qualified contractor to provide technical resources and products for the Entity under the CTP FISCAL YEAR 2021 PROJECT (the "Project"); and,

WHEREAS, the Entity will provide local cash match in an amount not to exceed \$37,565.00 to support the overall \$375,645.00 federally funded Project; and,

WHEREAS, the Entity will provide local cash overmatch in an amount not to exceed \$2,500 to support NCTCOG's administration of the CTP project and coordination with Entity and the CTP Contractor.

WHEREAS, the Parties to this Agreement will cooperate to meet FEMA federal funding requirements of the CTP program, provide needed resources to the contractor, and produce hydrologic and hydraulic technical products desired by the Entity for the Project; and,

WHEREAS, the Entity recognizes the importance of accurate floodplain mapping and other tools to assist in making sound development decisions; and,

WHEREAS, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to implement any portion of the Project, and that separate agreements may be negotiated and executed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions

- 1.1 CTP FISCAL YEAR (FY) 2021 FLOOD RISK PROJECT: The plan that will provide the framework to develop the hydrologic and hydraulic technical data for East Fork Trinity, as detailed in Exhibit A – Mapping Activity Statement No. 26.
- 1.2 East Fork Trinity: The total 18.5 miles of stream included in the CTP Fiscal Year 2021 PROJECT, as shown in Exhibit B.

2. Purpose

- 2.1 This Agreement defines the terms and conditions for the Project. Project activities include developing hydrologic and hydraulic technical data to delineate the East Fork Trinity 100-year floodplain in Collin County.

3. Duties

- 3.1 NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in Exhibit A – Mapping Activity Statement No. 26.
- 3.2 NCTCOG will designate a project manager to work directly with the Entity and consultant(s) to complete the project.
- 3.3 The Entity will designate a project manager to work directly with NCTCOG to coordinate schedules, review milestones and deliverables, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
- 3.4 NCTCOG will serve as the contract manager and procurement administrator for this Project.
- 3.5 The NCTCOG project manager will oversee the consultant(s), and will coordinate with the Entity regarding meetings, schedules, deliverables, and other key project milestones and events. Quarterly progress reports will be provided to the Entity upon request. Communication with the consultant(s) will be coordinated through the NCTCOG project manager.

4. Funding

- 4.1 The total cost to the Entity for this Agreement is \$40,065.00. This includes the anticipated consultant expenses for completion of duties defined in Exhibit A - Mapping Activity Statement No. 26.

- 4.2 The Entity shall provide a check payable to NCTCOG in the amount specified in Article 4.1 within 30 days of receipt of invoice, but in no case later than September 30, 2022. Issuance of a Notice to Proceed to the consultant is contingent on receipt of funds from the Entity, or as otherwise mutually agreed.
- 4.3 Each party paying for services under this Agreement must make those payments from current revenues available to the paying party. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.

5. Term

- 5.1 This Agreement shall take effect on the date the last Party signs and shall remain in effect until September 30, 2024, unless terminated earlier as provided herein.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement at any time by mutual written concurrence.

6. Modification, Waiver and Severability

- 6.1 This Agreement, and any exhibits which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one, or more, of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 6.6 Nothing in this agreement shall be deemed or construed to waive the sovereign or governmental immunity of any party.

7. Miscellaneous

- 7.1 Payments will be made in accordance with Texas Government Code Section 2251.021.
- 7.2 Expenses for Enforcement: In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

- 7.3 Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 7.4 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate originals on the 2nd day of March 2022.

Collin County



Chris Hill
County Judge

North Central Texas Council of Governments



Mike Eastland
Executive Director

22 FEB 2022
Date

3/2/22
Date