

**Interlocal Agreement  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and  
COLLIN COUNTY**

**1. AGREEMENT PARTIES**

This Interlocal Agreement (“Agreement”) is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments  
Herein referred to as: NCTCOG

Subrecipient: Collin County  
Herein referred to as: SUBRECIPIENT

**2. PURPOSE**

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

**3. SERVICES**

For the Reducing Illegal Dumping in Collin County Project, the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG’s review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney’s fees and court costs caused by the SUBRECIPIENT’S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT’S other express or implied assurances under this Agreement or applicable law.

#### **4. TERM OF AGREEMENT**

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2023, unless terminated earlier as provided herein.

#### **5. AVAILABILITY OF FUNDS**

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

#### **6. REIMBURSEMENTS AND PAYMENTS**

The funding amount under this Agreement shall not exceed \$15,479.65 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by April 30, 2023 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by April 30, 2023.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly (even if no funds were spent), but not more frequently than once a month. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

## 7. TERMINATION

**Termination for Cause.** NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

**Termination for Convenience.** NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

## 8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

**Representatives.** The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

**Changes in Representatives.** Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Hannah Allen, Environment & Development  
Planner III  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 695-9215 FAX: (817) 695-9191  
Email: hallen@nctcog.org

Alternate Contact to Project Representative:

Cassidy Campbell, Program Manager  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 608-2368 FAX: (817) 695-9191  
Email: ccampbell@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Brian Hardin, Environmental  
Investigator/Criminal Investigations Unit  
4300 Community Ave  
McKinney, TX 75071  
TEL: (972) 547-5149  
Email: bhardin@co.collin.tx.us

Alternate Contact to Project Representative:

Jay Reim, Sergeant/Criminal Investigations Unit  
4300 Community Ave  
McKinney, TX 75071  
TEL: (972) 548-5161  
Email: jreim@collincountytx.gov

**Electronic Signatures.** Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

**Records Location.** The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

**Collin County Criminal Investigations Unit  
4300 Community Ave  
McKinney, TX 75071**

## **9. COMPLIANCE WITH APPLICABLE LAWS**

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts effective March 14, 2021, the rules are applicable by agreement under this grant), and the Uniform Grant Management Standards (UGMS) issued by CPA and formerly by the Texas Office of the Governor. The Texas Uniform Grant Management Standards (UGMS) is defined to include its successor guidance, Texas Grant Management Standards, the terms of which shall control for purposes of this contract effective January 1, 2022.
- General Appropriations Act, 84<sup>th</sup> Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

## **10. AGREEMENT AMENDMENTS**

**Agreement Changes/Adjustments.** NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

**Budget Amendments.** The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

**Extension of Agreement.** An extension or shortening of the term of the Agreement must be requested by the SUBRECIPIENT in writing no later than February 15, 2023. NCTCOG in its sole discretion will determine whether or not an extension or shortening of the term of the Agreement will be granted.

## **11. PROGRESS REPORTING REQUIREMENTS**

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports must be submitted electronically to NCTCOG. Based on the quarterly progress reports submitted by the SUBRECIPIENT, an in-person meeting or conference call may be required at NCTCOG's discretion in order to advance the project if certain milestones are not being met.

## **12. SUBRECIPIENT MONITORING**

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

## **13. ADDITIONAL GENERAL TERMS AND CONDITIONS**

**No Debt against the State.** This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

**UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

**No Interest for Delayed Payment.** Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

**Audit of Funds.** The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

**Financial Records.** SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide to NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested.

NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

**Responsibility for the Scope of Work.** SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

**Inventory System.** The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

**Independent Contractor.** The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

**Responsibilities for Subcontractors.** The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

**No Third Party Beneficiary.** NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

**Time is of the Essence.** SUBRECIPIENT's timely performance is a material term of this Agreement.

**Delays.** Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

**Conflict of Interest.** SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

**Quality and Acceptance.** All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

**Quality Assurance.** All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

**Laboratory Accreditation.** Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

**Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

**Grant of License.** SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

**Insurance.** Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

**Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

**Payment of a Release.** Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

**Schedule of Remedies available to the NCTCOG.** The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

**Opportunity to Cure.** The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

**Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

**Survival of Obligations.** Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit



application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

**Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

**Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

**State, Federal Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

**Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

**Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

**Venue.** The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

**Publication.** The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

***“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”***

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

**Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

**Compliance with Laws.** NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

**Accessibility.** All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

**Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

**Collin County**

**North Central Texas Council of Governments**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Eastland  
Executive Director

\_\_\_\_\_  
Printed Name

Mike Eastland  
\_\_\_\_\_  
Printed Name  
  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Date