

INTERLOCAL MEMBER AGREEMENT NORTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

This North Central Texas Regional Certification Agency (“NCTRCA”) Interlocal Member Agreement (“Agreement”), is made and entered into as of the date specified herein by and among the local governmental agencies specified (the “Participant”);

WITNESSETH

Whereas, it is in the best interest of the Participants to this Agreement to jointly provide certification and other related services for the Disadvantaged Business Enterprise, Minority and/or Women-Owned Business Enterprises (D/M/WBE) and Airport Concession Disadvantage Business Enterprises (ACDBE) programs of the individual local governmental agencies; and Small Business Enterprises (SBE) certification;

Whereas, the State of Texas, Chapter 791 of the Interlocal Cooperation Act, (hereinafter referred to as the “Act”) has provided that local governmental agencies may contract or agree with one or more local governmental agencies to provide governmental functions and services which improve the efficiency and effectiveness of the local governmental agencies’ performance of administrative and certification functions; and

Whereas, Section 791.013(a) of the Act authorizes the parties to an Interlocal Member Contract to create an administrative agency or designate an existing local governmental agency to supervise the performance of the contract;

Now, therefore, the Participants, in consideration of the promises and other good and valuable consideration received , hereby contract and agree one with the other to create an agency pursuant to Section 791.013(b) of the Act to employ certification agency staffing personnel to perform the administrative activities and provide administrative services necessary to perform the Interlocal Member contract as follows:

INTERLOCAL MEMBER AGREEMENT

State of Texas, County of Tarrant

Name of Organization and Purpose

Name: The name of this governmental organization shall be the North Central Texas Regional Certification Agency, Inc. (“NCTRCA”).

Purpose: The purpose of the NCTRCA shall be to review, process, and complete applications for certification as a:

Minority or Women Owned Business Enterprise (“M/WBE”).

Disadvantaged Business Enterprise (“DBE”)

Small Business Enterprise (“SBE”)

Airport Concession Disadvantage Business Enterprise (“ACDBE”),

in accordance with federal, state and local laws and regulations, as well as guidelines adopted by the NCTRCA. NCTRCA is responsible for maintaining and securing the entire NCTRCA certified database according to United States Department of Transportation policies and procedures. NCTRCA is responsible for abiding by the standards and procedures of the Texas Unified Certification Program that governs the DBE/ACDBE certification program.

Fully Funded Membership

Fully Funded Members: Fully funded members of the NCTRCA are those governmental member entities that have paid the appropriate membership fee as designated by the specific population category as listed in Exhibit “A” attached hereto.

Membership Fee: Membership fee is determined by the specific population category as listed in Exhibit “ A ” attached hereto.

New Members: New members to NCTRCA shall be governed by the NCTRCA By-laws and reasonable procedures, not inconsistent with this Agreement.

Powers Reserved

Powers Reserved: The Board of Directors shall have all legal powers not inconsistent with this Interlocal Member Agreement.

Term of Agreement

The term of this agreement is annual.

Automatic Renewal: This Agreement shall automatically renew annually unless the member entity chooses to withdraw from the NCTRCA.

Withdrawal: A member entity is not considered withdrawn from the NCTRCA unless it gives written notice of its intent to withdraw to the NCTRCA not less than sixty (60) days prior to the 1st day of the agency's fiscal year. A member entity may not withdraw prior to the end of the NCTRCA's fiscal year without forfeiting its share of the NCTRCA's annual budget. The written notice of intent to withdraw should be mailed via U.S. Mail prepaid to the NCTRCA at the following:

North Central Texas Regional Certification Agency
c/o Chair of the Board
624 Six Flags Drive, Suite 100
Arlington, Texas 76011

Database

NCTRCA Management System: Under the terms of this Agreement, the designated member entity board representative is responsible for the member entity password security. No current or past member entity shall release any copy or a portion of the agency's NCTRCA Certification database to any individual, organization, agency entity, business, company, corporation or any other organized group, etc. This section does not prohibit the member entity representative from providing potential M/WBE subcontractors listings on behalf of their prospective entity.

Funding

Annual Appropriation: The operations of the NCTRCA shall be funded through an annual appropriation to be set and approved by the Board of Directors as set forth herein and in the by-laws. Each member entity, by its execution hereof, agrees to and shall pay to the NCTRCA its share of the annual appropriation based on the NCTRCA Approved Fee Scale and Membership Criteria listed in Exhibit "A". Said payment shall be due on or before December 31 of each calendar year, or within thirty (30) days of the execution of this Agreement. All annual appropriations must be approved by a majority of the Board of Directors in accordance with provisions set forth in the by-laws. A copy of the aforementioned NCTRCA Approved Fee Scale shall be electronically sent to the representative of each member entity by August 1 of current fiscal year.

Third-Party Contracts: The by-laws may provide procedures for entering into contracts with third parties who may not legally enter into this Agreement, for purposes consistent with this Agreement. The Board of Directors shall determine the terms and conditions for such agreements, as long as these terms and conditions are not more favorable to the third parties than the terms of this Agreement are to the member entities.

Miscellaneous

Venue and Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with venue for any legal actions lying exclusively in the counties of Dallas and Tarrant, Texas.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be considered and remain in force as if such invalid, illegal or unenforceable provision(s) had never been contained in the Agreement.

Captions: The captions to various clauses to this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Entire Agreement and Merger: This Agreement embodies the complete agreement of the parties hereto relating to the matter contained therein and supercedes any prior agreements, written and oral, and cannot be modified except as provided herein by written addendum or agreement of all the member entities.

Execution in Counterparts: This Agreement may be executed in counterparts by the execution of a separate signature page by each member entity, indicating the date of the annual execution by each member entity, and, after full execution hereof in such manner, the same shall be deemed to be one and the same instrument. At least one (1)-signed copy shall be forwarded to the NCTRCA offices where it will be kept on file for the benefit of the member entities.

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Signature Page

On behalf of the _____, I acknowledge that _____
(Governing Body) (Name of Entity)
will be a participant in this Interlocal Member Agreement and that our contribution as a participant for calendar year _____ shall be \$ _____, as established by the approved annual appropriation for the Agency.

Name: _____ Date _____
(Authorized Executor)

Title: _____

Attest By: _____

(SEAL)