

**INTERLOCAL AGREEMENT RELATED TO EXPANDED  
PARTICIPATION IN ACS SERVICES**

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**This Interlocal Agreement** (“Agreement”) is entered into pursuant to the authority granted in Texas Government Code, Chapter 791 titled the Interlocal Cooperation Act (“Act”), by and between The City of Aransas Pass, Texas (“Community Member or Member”), having its principle place of business at 600 W. Cleveland Boulevard, Aransas Pass, TX 78336 and The Alliance for Community Solutions Ltd (“ACS”), having its principle place of business at 19953 W 162nd Street, Olathe, Kansas 66062. Community Member and ACS may be referred to individually as “Party” and jointly as “Parties”.

**WHEREAS**, the Community Member is a local government as defined by Section 791.003, Texas Government Code; and

**WHEREAS**, ACS is nonprofit organization; as determined by the Internal Revenue Service (IRS), created for the purpose of promoting collaboration, resiliency, and the general welfare of communities and their citizens as permitted under Section 501(c)(3) of the IRS Code and to reduce the burden to government and promote such other charitable and educational endeavors as may be permitted under the same Code; and

**WHEREAS**, the ACS IRS-approved bylaws define “*Community Members*” as “governmental and quasi-governmental entities, jurisdictions or other public-sector organizations as well as not-for-profit organizations that are willing to actively pursue enhancement of the overall welfare and resiliency of their communities by use of cost-effective and sustainable technological solutions that are inter-agency based and shared”; and

**WHEREAS**, Section 791.025(b), Texas Government Code provides that “A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods”; and

**WHEREAS**, Section 791.025(c), Texas Government Code provides that “A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.”, and

**WHEREAS**, Member now desires to document its direct subscription and participation in Services available through ACS under the authorities granted by the Act.

**NOW THEREFORE**, the Parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to enable Member to increase its participation in the collaborative efforts of the ACS membership; including regional member group efforts (e.g. Teams, Chapters, Committees, Advisory Groups, Governing Council) to cooperatively design, plan, fund, implement, host and support technical solutions, equipment, services and supplies (“Services”) related to public safety issues that mutually benefit some or all of the ACS members; to participate in shared efforts to educate the public on public safety matters of universal concern; and, to jointly work to reduce the cost of public safety-related goods and services by sharing the cost of solution development through local and grant funded projects, as well as leveraging the collective purchasing power of the ACS membership. This Agreement enables Member to further subscribe to the growing number of discounted Services available through ACS. These Services are only available to ACS members.

## II. DUTIES OF ACS

1. ACS will maintain and on request, provide Member with an overview list of ACS Services. It should be noted that this list will continue to grow as ACS Community Members continue to recommend, help advance and approve new public-safety related technological solutions, augmenting the number of solutions and Technology Members involved in the delivery of Services and identifying new cost-effective sources for the goods and supplies necessary to support those solutions.
2. Upon request, ACS will counsel Member on currently available Services that could be used to meet one or more of Member's public safety needs and if requested, ACS will assist Member in defining ACS Services to meet, one or more, specific public safety needs.
3. If authorized by Member, ACS will perform an on-site technical assessment of Member's public safety plans, projects or initiatives in order to develop a detailed Scope of Work (SOW) to support its implementation. The cost of this on-site assessment will be established and approved by Member prior to authorization.
4. Upon request by Member, ACS can, as allowed by law, act as a member, or in an advisory capacity, to any designated technology or security committee for the Member. This can involve an increase to the Member's annual subscription, based upon the requested level of participation and added expenses.
5. ACS will, upon request, provide to Member the SOW, identifying any requested Services, combined with an itemized invoice of deliverables ("Invoice"). Any Member approved Invoice shall become an integral part of the Agreement.
6. ACS will provide negotiated discounts that include pre-payment or early payment to vendors and suppliers with limited risk to Community Members. ACS will perform financial administrative services on behalf of Member for all Services provided. These Advance Payment Discounts will be provided to Member based on the advance payment of project costs in accordance with the provisions below.
7. The advance payment of the ACS vendor and supplier contracts involved with the project's implementation will result in a significant cost savings to Member versus using the pay-as-you-go approach. By default, all estimates, quotes and invoices will reflect the Advanced Payment Discounts.
8. In order to avail itself of these Advance Payment Discounts, Member will be required to pay ACS in full prior to undertaking a specific project. This payment will serve as the Notice to Proceed with the SOW established for the project. ACS will hold all designated vendor and supplier funds, assigned to each specific project, until distributed per discounted terms with each provider.
9. ACS will assess a nominal fee for managing the vendor and supplier plans, schedules, payments and designated grants that are involved with the implementation of SOW. This fee will be assessed and provided as part of each Invoice.
10. ACS is responsible for working with vendors and suppliers to resolve any reported problems. Member will work directly with ACS assigned project staff, while onsite during installation and setup. ACS will maintain a help desk number and email to report issues with performance or technical functionality, for all Services that are completed and sign-off or part of Member annual subscription.

11. In order to facilitate Member's project and cost justification process, upon request, ACS can provide an estimate for providing the same Services under a pay-as-you go model, recognizing that pay-as-you-go, is not available as an option for many of the Services provided.
12. Member Advance Payment Discounts will also apply to the purchase of consumable supplies (e.g., badge card stock) and equipment (e.g., badge printers) necessary to support the use of Services being utilized by Member.

### **III. DUTIES OF MEMBER**

1. Member commits to work with ACS to review options and purchase Services that are in the best interest of Member.
2. Member will review each Invoice and document its approval of the scope, cost and additional terms & conditions of undertaking Services with the issuance of a purchase order or payment to ACS.
3. For Member to take advantage of Advance Payment Discounts, the payment in full of a particular Invoice will serve as the Notice to Proceed with the work (with exception noted in Paragraph IV.8 below); enabling ACS to make all the vendor and supplier contract obligations necessary to carry out the work.
4. If Member chooses to not take Advance Payment Discounts, Member will notify ACS, in advance for each specific quote for Services that will not be pre-paid; such decision will impact the level of discounts, if available.
5. For each Services project or initiative undertaken by Member, Member will designate a Project Lead who has been authorized by Member to coordinate with and give ACS direction throughout the project or initiative.
6. Member designated Project Lead will notify ACS of all requested changes in the invoice or project deliverables. ACS will provide documentation of agreed upon changes and resulting cost changes. The Parties will work to reasonably accommodate requests.
7. If Member chooses to undertake Services without exercising Advance Payment Discounts, Member agrees to promptly pay all Invoices within thirty (30) calendar days of receipt. Either way, Member will provide ACS with a Point of Contact and an alternate Point of Contact (including their current email addresses) who have been designated to receive and process Member's payment obligations.
8. In the event Member encounters inaccuracies in an Invoice, Member agrees to promptly notify ACS and then work with ACS to resolve the issue within seven (7) calendar days of the Invoice's receipt.
9. Member agrees to accept shipments of products or delivery of services ordered from ACS in accordance with Invoice and communicate with ACS regarding receipt and condition.
10. Member is responsible for notifying ACS, in a timely manner, of any substantial problems in quality of Services provided.
11. Member warrants that all payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to Member.

#### IV. MUTUAL UNDERSTANDINGS

1. The intent of this Agreement is, in part, to help facilitate Member's compliance with state bidding requirements, to identify qualified vendors of certain public safety-related commodities, goods and services, to relieve the burdens of the governmental purchasing and other functions, and to realize the various potential economies, including discount cost savings, for Member.
2. ACS will help Community Members maintain, improve and expand the types and availability of Services through shared education and advocacy to gain new community participation in current Services, as well as, ongoing initiatives that support goals for multi-regional response and recovery Services, that can include any recognized and supporting community inside or outside the State.
3. It is acknowledged that many of the goods and services provided through ACS represent a blend of patented, sole-source and commercially-available Services and that the commercially-available Services have been selected by ACS Members, at large, based on their proven ability to integrate with one or more of the existing patented, sole-source technologies, as well as, the demonstrated benefit for inter-agency cross-community sharing and on their overall cost-effectiveness.
4. Any technologies recommended or requested by Member, that are not already provided through ACS Services, will require participation on part of the Member to help evaluate, including any competition between vendors, to become Technology Members of ACS. Competition for new vendor solutions or services conducted by Member in support of ACS, shall comply with the State Procurement Policy.
5. Most Services will include documentation and proven practices developed in coordination with vendors and other community members of ACS and as such, Member acknowledges that the work provided to Member by ACS will benefit from lessons learned with other Members and, as such, will also be used to update the knowledge-base of ACS, to benefit future projects of the membership.
6. It is recognized that if Services requested are related to construction or renovation, then as allowed by the Act; 1) the project is either below the \$50,000 limit, or 2) the project does not require architectural or engineering plans and specifications, or 3) the project plans and specifications have or will be obtained separately from this Agreement.
7. It is understood that none of the Services offered or typically provided by ACS will require either architectural or engineering plans and specifications. However, should Member designate and provide access to such engineering plans and specifications in advance of the quote, ACS can work with vendors for both Parties to meet those requirements.
8. ACS maintains an escrow account and payment process specifically for projects scheduled to last longer than four (4) months in duration and where the total project Invoice exceeds \$250,000, of which more than \$100,000 will not be spent until after the fourth month. After the initial Notice to Proceed, subsequent payments will require Member and ACS approval to release subsequent funds from the escrow account.
9. Should Member wish to participate in ACS Services to utilize ACS grant funding for projects, an additional fee will apply to manage the grant process and the Member may be requested to provide a designated participant as part of an ACS project team and help fulfill the tasks required to plan, prepare and gather resources needed for grant submittal. If the grant requires match funding,

Member will be required to provide that payment to ACS per the terms above, prior to project initiation.

10. Agreement Term. This Agreement will be for one year, which shall run from May 1 through April 30 of each year (“Subscription Period”) and will become effective upon approval by both Member’s governing body and ACS. This Agreement shall automatically renew for successive one-year terms, unless terminated sooner as provided below. The terms and conditions of this Agreement shall apply to the initial term and all renewals, unless the terms and conditions are modified and approved in writing by both Parties.
11. Annual Payments. The payment of annual Services is due to ACS not later than a minimum of 30 days prior to the end of the annual Subscription Period (e.g. before April 1<sup>st</sup> of each year), as defined on the ACS Invoice.
12. Termination. This Agreement shall continue as long as Member is using or wants to use Services. Otherwise, either party may terminate this Agreement, providing the other Party with at least thirty (30) days written notice in advance of the end of the Subscription Period, with or without cause, which will terminate all associated Services. If Member terminates its participation during the term of this Agreement or if ACS terminates participation of Member under any provision of this Article, Member will bear the full financial responsibility for any purchases, requests for Services or financial commitments made by Member prior to or after the termination date.
13. Conflict. For any conflicts that arise between Agreement, Invoice, other contracts, other interlocal agreements, or external covenants involving ACS Services, whether directly or indirectly provided to Member, Agreement will prevail.
14. Amendment. During the initial and any subsequent terms of this Agreement, if certain areas need further clarification or revision, the Parties will work in good faith to arrive at written memorandums of understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each Party.
15. Notice. Official notices or correspondence pertaining to this Agreement to either Party from the other may be personally delivered, emailed with read receipt requested or sent by either First Class Mail or another reliable courier, with signature required.

If sent by email, it shall be the responsibility of the emailing Party to confirm receipt of the Notice with the other.

Notice to ACS shall be sent to:  
ACS Chairman  
19953 W 162<sup>nd</sup> Street  
Olathe, KS 66062  
Email: Chairman@YourACS.org

Notice to Member shall be sent to:  
Mayor of Aransas Pass  
600 W. Cleveland Boulevard  
Aransas Pass, TX 78336  
Email: Contact City Admin for Email

16. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party to this Agreement. Member may authorize the usage of Member purchased Services by another entity recognized under ACS bylaws.
17. Force Majeure. To the extent that either Party shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of

