

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF FRISCO, TEXAS AND COLLIN COUNTY, TEXAS**

This Interlocal Agreement ("Agreement") is made and entered into this 12th day of March, 2015, pursuant to the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Government Code, by and between the **City of Frisco, Texas** ("Frisco") and **Collin County** ("Collin County"), both being governmental entities of the State of Texas, and each acting by and through its duly authorized official, and evidences the following purpose, terms, rights, obligations, and responsibilities of the contracting parties. Frisco and Collin County are individually and collectively referred to herein, respectively, as "party" or "parties."

1. SALE OF FUEL

1.1 Frisco hereby agrees to sell to Collin County motor vehicle fuel ("Fuel").

2. PRICES & FEES

2.1 Collin County agrees to pay each month that Fuel is purchased from Frisco, a fifty and 00/100 dollars (\$50.00) administrative fee, over and above the cost of the Fuel.

2.2 Frisco shall sell Collin County Fuel at Frisco's contracted Fuel price, and Collin County agrees to pay for the Fuel at that contracted price. Frisco's contracted price and Fuel vendor may change from time to time during the term of this Agreement and Collin County agrees to pay for Fuel at the same price and on the same terms and conditions as have been offered to Frisco.

3. FRISCO'S RESPONSIBILITIES

3.1 Frisco's responsibilities with respect to this Agreement shall be as follows:

3.1.1 Frisco shall maintain adequate Fuel levels to meet Collin County's supply demands in an amount not to exceed seven hundred (700) gallons per month, unless as otherwise provided in paragraph 4 below, provided, however, that this Agreement does not require Frisco to provide Fuel to Collin County if, within Frisco's sole discretion, providing the Fuel will hinder Frisco's normal or emergency operations.

3.1.2 Frisco shall provide and pay for all personnel, supplies, facilities and environmental requirements to support all aspects of the Fuel system.

3.1.3 Frisco shall be responsible for all payments to the vendor for the purchase of Fuel.

3.1.4 Frisco shall provide Collin County with Fuel keys as requested.

- 3.1.5 Frisco shall be responsible for maintaining all equipment related to the Fuel system.

4. COLLIN COUNTY'S RESPONSIBILITIES

- 4.1 Collin County's responsibilities with respect to this Agreement shall be as follows:
 - 4.1.1 Collin County shall request and obtain approval from Frisco for usage over and above seven hundred (700) gallons per month.
 - 4.1.2 Collin County, through its Equipment Services Department, shall be responsible for identifying County personnel and vehicles authorized to purchase Fuel from Frisco and shall notify Frisco, in writing, of the same.
 - 4.1.3 Collin County shall be responsible for immediately notifying Frisco of any lost key, and for retrieving keys from County personnel upon termination of employment or termination of this Agreement.
 - 4.1.4 Collin County shall be responsible for immediately reporting any problems encountered with the Fuel system to Frisco.
 - 4.1.5 Collin County shall be responsible for reporting any lost or missing keys to Frisco and for any costs incurred in replacing the same.
 - 4.1.6 Collin County will make every effort to utilize Frisco's fueling facilities in a safe and respectful manner. Collin County shall be responsible for any damages caused by its officers, agents, employees or invitees to gates, gate controllers, fences, pumps, dispensers, site readers, canopy, bollards or other equipment or facilities located on Frisco's fueling site. Any repairs due to damage by Collin County will be repaired by Frisco and billed to Collin County for reimbursement.
 - 4.1.7 If an emergency event, natural or manmade, impedes Frisco's ability to deliver Fuel under this Agreement, Collin County will be responsible for securing its own Fuel from another provider. In this event, Frisco shall not be liable for any failure, delay or interruption of service or for any failure or delay in the performance of any duties or obligations under this Agreement.
 - 4.1.8 Collin County shall promptly pay Frisco for all Fuel taken by Collin County under this Agreement.
 - 4.1.9 Collin County shall pay for all Fuel taken to date in the event of termination of this Agreement.

5. BILLING AND PAYMENT

5.1 Frisco shall invoice Collin County on a monthly basis and such invoice shall be delivered to Collin County Equipment Services no later than the tenth (10) day of each month. The invoice shall clearly identify each fueling transaction by vehicle identification number, and shall indicate date of purchase, gallons pumped and vehicle mileage. Payment by Collin County shall be made in accordance with the State of Texas Prompt Payment Act, Chapter 2251, V.T.C.A., Government Code.

6. LIABILITY

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

7. TERM

7.1 The term of this Agreement shall be for sixty (60) months from the date of its execution, unless terminated earlier as provided herein. This Agreement will automatically renew annually thereafter unless terminated as provided herein.

8. NOTICES

8.1 Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

If to Frisco:

City of Frisco - Purchasing Dept.
Attn: Daniel Ford
6101 Frisco Square Blvd.
Frisco, Texas 75034
Telephone: (972) 292-5545
Facsimile: (972) 292-5586
Email: dford@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Collin County:

Collin County Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney Texas 75071
Telephone: (972) 548-4165
Facsimile: (972) 548-4694

With a copy to:

Collin County Equipment Services
Attn: Equipment Services Manager
700A West Wilmeth Road
McKinney Texas 75069
Telephone: (972) 548-3709
Facsimile: (972) 548-3732
Email: jbond@co.collin.tx.us

9. TERMINATION

9.1 Frisco, acting through its Purchasing Manager, or Collin County, acting through its Purchasing Agent, may terminate this Agreement at any time and for any reason provided that thirty (30) days prior written notice is given to the other party, with the understanding that all obligations being performed under this Agreement, except those identified herein, shall cease upon the date specified in such notice.

10. IMMUNITY

10.1 The parties agree that neither party has waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

11. VENUE

11.1 This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

12. MISCELLANEOUS

- 12.1 This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- 12.2 This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 12.3 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.4 Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 12.5 Both Frisco and Collin County have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, V.T.C.A., Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- 12.6 The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.7 This Agreement is not assignable without the prior written consent of Frisco. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and successors.
- 12.8 In case any one or more of the provisions contained in 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 provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 12.9 Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- 12.10 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.11 This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

THIS AGREEMENT shall be effective upon passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivisions who are parties hereto.

CITY OF FRISCO:

By: George Purefoy
George Purefoy, City Manager
Date: 3-12-15

Attest:

N/A
Jenny Page, City Secretary

Approved as to form:

Ryan D. Pittman
Abeathy Roeder Boyd & Hullett P.C.
Ryan D. Pittman, City Attorneys

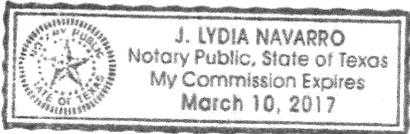
COLLIN COUNTY, TEXAS:

By: Keith Self
Print Name: Keith Self
Date: 3/12/15

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of March 2015.



J. Lydia Navarro
Notary Public in and for Texas
My Commission Expires: 3-10-17

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Self, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative for the **COLLIN COUNTY, TEXAS**, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of March 2015.



Hilari G. Monk
Notary Public in and for Texas
My Commission Expires: 4-10-15