

## **INTERLOCAL COOPERATION AGREEMENT**

The City of Frisco, Texas, a home-rule municipality ("Frisco"), and Collin County, Texas, a political subdivision of the State of Texas ("County"), hereby enter into this Interlocal Cooperation Agreement ("Agreement"). Frisco and County are sometimes referred to collectively as the "parties" or individually as a "party."

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act") , and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between the County and Frisco, which is wholly or partially located within the County. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This Agreement is as follows, to wit:

I.

As requested by Frisco, the County, acting by and through its duly authorized agents and employees, agrees to provide Frisco with the following described governmental functions and/or services (collectively, "Work"):

ROAD IMPROVEMENTS IN ACCORDANCE WITH  
COURT ORDER NO. 97-576-08-25 (Copy Attached hereto as Exhibit A)

**II.**

As consideration for the Work, Frisco agrees to timely pay to the County, in accordance with the advance cost estimate and written scope of Work submitted by the County to Frisco, and approved in advance by Frisco, for Work Frisco requests, in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY THE COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251). In the event the County fails to provide Frisco with an advance cost estimate or written scope of Work for proposed Work or should Frisco refuse to accept an advance cost estimate submitted by the County, Frisco shall have no obligation to pay or reimburse the County for Work performed.

**III.**

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

**IV.**

This Agreement shall be effective October 1, 2018, or from the 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 parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Collin County Purchasing  
Attn: Gina Zimmer

2300 Bloomdale, Suite 3160  
Telephone: (972) 548-4119  
Facsimile: (972) 548-4694  
gzimmel@collincountytx.gov

If to City:

City of Frisco  
Attn: Director of Public Works and Engineering  
6101 Frisco Square Blvd.  
Frisco, Texas 75034  
Telephone: (972) 292-5000  
Facsimile: (972) 292-5016  
pknippel@FriscoTexas.gov

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

### **Dispute Resolution**

#### **Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge or County Administrator and the Frisco City Manager will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

#### **Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

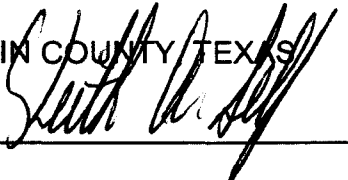
By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.


A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

Date: 8/13/18

COLLIN COUNTY, TEXAS  
By: 

Title: County Judge

Date: 6/21/2018

CITY OF FRISCO  
By: 

Title: City Manager