

## **AGREEMENT**

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Dodge City McKinney, dba Chrysler Jeep Dodge City of McKinney, hereinafter referred to as "Dodge City", to be effective from Effective Date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of Collin County; and

**WHEREAS**, Dodge City is an automobile dealership doing business in McKinney, Texas and wishes to loan the County a Dodge Durango SSV.

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Scope of Services**

Dodge City will loan a Dodge Durango SSV "vehicle" to be utilized by the Collin County Sheriff's Department. This vehicle will be used for recruiting and in any way the Sheriff deems fit.

Dodge City will provide a loaner vehicle that includes the following:

- 1) All graphics/decals for the vehicle;
- 2) All maintenance of the vehicle including tires;
- 3) All repairs and costs associated with repairing hail damage to vehicle; and
- 4) Registration for the vehicle.

Dodge City will provide vehicle value and vehicle identification number (VIN) for vehicle to the County. When the County returns vehicle to Dodge City, Dodge City will remove all graphics and/or decals.

Dodge City may need to switch out vehicle at 6 month intervals. Dodge City will give County at least ten (10) days' notice with intent to switch out the vehicle with another vehicle.

Dodge City will allow the County to install equipment in the vehicle that may attach to the interior of the vehicle (radio, camera, radar, etc.)

County will provide:

- 1) All Fuel for the vehicle; and
- 2) Insurance for the vehicle, including all liability insurance for the vehicle.

## **II. Payment**

There are no payments associated with this agreement.

## **III. Indemnity**

Dodge City agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Dodge City's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of Dodge City, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Dodge City is legally liable. The parties agree to reasonably cooperate in defense of a claim covered under this section.

## **IV. Independent Contractor**

In the performance of services hereunder, Dodge City shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or subcontractor of the County.

## **V. Assignment and Subletting**

Dodge City agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. Dodge City further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve Dodge City from full obligations to the County as provided by this Agreement.

## **VI. Contract Term/Termination**

6.1 This agreement shall be for one (1) year upon the Effective date of this agreement and may be renewed for additional one (1) year period upon approval by both Parties.

6.2 This agreement may be terminated at any time by the County giving written notice to Dodge City and by returning the vehicle to Dodge City. The agreement may be terminated by Dodge City giving the County thirty (30) days written notice to the other Party.

## **VII. Complete Contract**

7.1 This Agreement constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and Dodge City.

7.2 Provisions contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon Dodge City by law with respect to Dodge City's duties, obligations, and performance hereunder. Dodge City's liability hereunder shall survive the Agreement. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the termination of this Agreement.

#### **VIII. Mailing of Notices**

Unless instructed otherwise in writing, Dodge City agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County  
Attn: Purchasing Department  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

County agrees that all notices or communications to Dodge City permitted or required under this Agreement shall be addressed to Dodge City at the following address:

Dodge City of McKinney  
700 South Central Expressway  
McKinney, TX 75070

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

#### **IV. Miscellaneous**

##### **9.1 Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

##### **9.2 Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

##### **9.3 Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

**9.4 Parties Bound**

County and Dodge City, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**9.5 Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**9.6 Expenses for Enforcement.**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**WITNESS OUR HANDS AND SEALS** on the date indicated below. Executed as the Effective Date \_\_\_\_\_, 2017.

Date: 8/8/17

COLLIN COUNTY, TEXAS

Signature:   
Keith Self, Collin County Judge

Date: 5/17/17

DODGE CITY OF MCKINNEY

Signature: 

Print Name: JOHANN MCCAIN

Title: SECT. TREASURER