

**RESOLUTION NO. 14-40**

**A RESOLUTION RELATING TO ENTERING INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRISCO, TEXAS; GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION, AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO SAID RESOLUTION; GRANTING AUTHORITY TO CITY MANAGER TO EXECUTE ANY AND ALL OTHER INSTRUMENTS REQUISITE TO IMPLEMENTING SAID RESOLUTION, AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO ANY AND ALL OTHER INSTRUMENTS REQUISITE TO IMPLEMENTING SAID RESOLUTION.**

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall on the 16th day of December 2014, at 6:00 p.m.; a majority of Council Members being present and constituting a quorum, the following resolution was adopted;

**WHEREAS**, the City Council has heretofore deemed it to be in the best interest of the City of Commerce to enter into an inter-local agreement with the City of Frisco, Texas in order to purchase various goods and services commonly utilized by each entity, (air packs); and

**WHEREAS**, after careful consideration and review of said Agreement, the City Council of the City of Commerce deems it in the best interest and general welfare of the City of Commerce to enter into such agreement.

**BE IT RESOLVED**, that the Mayor of the City of Commerce, Texas, be authorized and he is hereby authorized to execute on behalf of the City of Commerce said resolution, and said agreement between the City of Commerce and the City of Frisco, and

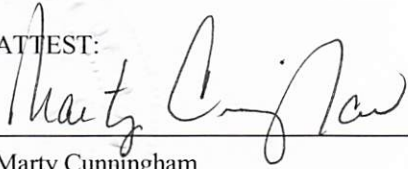
**BE IT FURTHER RESOLVED**, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the Mayor to said resolution, and said agreement between the City of Commerce and the City of Frisco.

**BE IT FURTHER RESOLVED**, that the City Manager be authorized and he is hereby authorized to execute on behalf of the City of Commerce any and all other instruments requisite to implementing said resolution, and

**BE IT FURTHER RESOLVED**, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the City Manager to any and all other instruments requisite to implementing said resolution.

**PASSED BY THE GOVERNING BODY** of the City of Commerce, Texas, at a regular meeting of the City Council of the City of Commerce, Texas, on the 16th day of December 2014.

ATTEST:

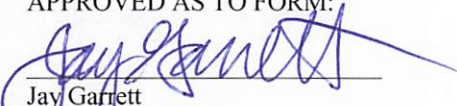
  
Marty Cunningham  
City Secretary

(seal)

CITY OF COMMERCE, TEXAS

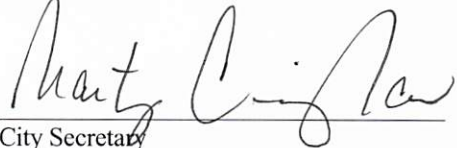
  
John Ballotti  
Mayor

APPROVED AS TO FORM:

  
Jay Garrett  
City Attorney

I, Marty Cunningham, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution, and that the same has not been repealed and is in full force and effect.

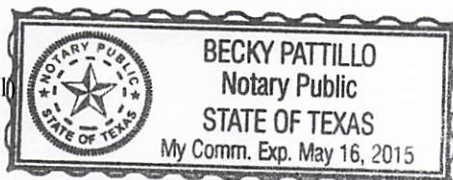
(seal)

  
City Secretary  
City of Commerce, Texas

Sworn to and subscribed before me, on this the 17th day of December 2014, to certify

which witness my hand and seal of office.

(seal)



  
Notary Public  
State of Texas

## INTERLOCAL AGREEMENT

This agreement made and entered into this 16 day of December, 2014 by and between the **City of Frisco** (hereinafter called "THIS GOVERNING BODY") and other local government entities, as defined under § 791.003 of Texas Governmental Code, **Interlocal Cooperation Contracts**, (hereinafter called "THE CITY OF COMMERCE TEXAS" each acting by and through its duly authorized officials.

WHEREAS, THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS through the anticipated savings to be realized and is of mutual concern to the contracting parties; and

WHEREAS, THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein, THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS agree as follows:

1. THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and THE CITY OF COMMERCE TEXAS shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto; and
6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Miscellaneous Provisions.

- a. **Notice.** Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

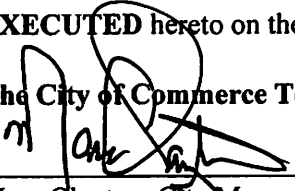
If to Frisco, to:                      City Manager  
                                                 City of Frisco  
                                                 6101 Frisco Square Blvd.  
                                                 Frisco, Texas 75034

If to Commerce TX, to: City Manager  
                                         City of Commerce Texas  
                                         1119 Alamo Street  
                                         Commerce, TX 75428

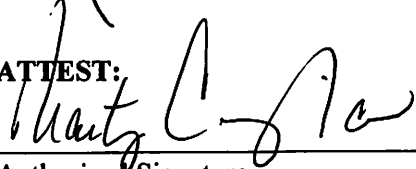
- b. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- c. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- d. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- e. **Savings/Severability.** 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.
- f. **Representations.** Each signatory represents 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.
- g. **Miscellaneous Drafting Provisions.** 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.
- h. **Sovereign Immunity.** The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

EXECUTED hereto on the day and year first above written.

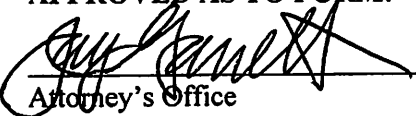
The City of Commerce Texas, Texas:

  
\_\_\_\_\_  
Marc Clayton, City Manager

ATTEST:

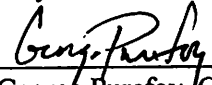
  
\_\_\_\_\_  
Authorized Signature

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney's Office

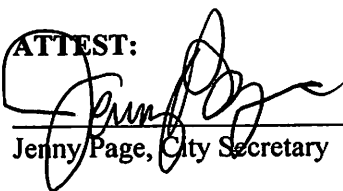
THIS GOVERNING BODY:

City of Frisco, Texas

  
\_\_\_\_\_  
George Purefoy, City Manager



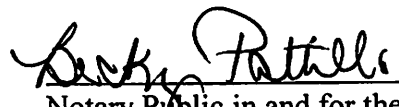
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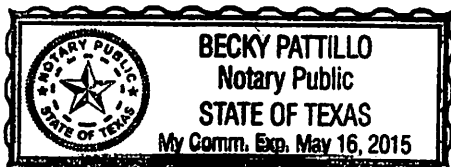
  
\_\_\_\_\_  
Jenny Page, City Secretary

STATE OF TEXAS §

COUNTY OF Hunt §

This instrument was acknowledged before me on the 19th day of December, 2014, by **Marc Clayton**, City Manager for THE CITY OF COMMERCE TEXAS, Texas.

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

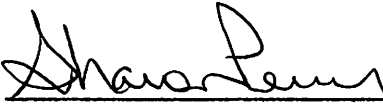


STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of December, 2014, by **George Purefoy**, City Manager for the City of Frisco, Texas.



  
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Notary Public in and for the  
State of Texas