

STATE OF TEXAS  
COUNTY OF ELLIS

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**MASTER INTERLOCAL COOPERATION AGREEMENT**

This Master Interlocal Cooperation Agreement (the “Agreement”) is made by and between the City of Midlothian, Texas, (the “City”) a Texas home-rule municipal corporation located at 215 N. 8<sup>th</sup> Street, Midlothian, Texas 76065, and Frisco Independent School District (“FISD”), a Texas political subdivision of higher education located at 5515 Ohio Drive, Frisco, Texas 75035 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

**WHEREAS**, City and FISD desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

**WHEREAS**, City and FISD represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

**WHEREAS**, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

**WHEREAS**, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

**WHEREAS**, each arty has sufficient resources to perform the functions contemplated by this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. City and FISD are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. City and FISD agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment, therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution

of this Agreement, assume any additional liability. Neither City nor FISD warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either government from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last Party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any Party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated by approval of the governing body of each Party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.
8. **Termination.** This Agreement may be terminated at any time by City or FISD, with or without cause, upon thirty (30) days written notice to the other Party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by Texas law, City and FISD agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Severability.** In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein:

If to City:

City of Midlothian, Texas  
Attn: Chris Dick, City Manager  
  
215 N. 8<sup>th</sup> Street  
Midlothian, Texas 76065  
Phone:(972) 775-3481  
Email: [chris.dick@midlothian.tx.us](mailto:chris.dick@midlothian.tx.us)

With Copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City  
Attorney  
500 N. Akard Street, Suite 1800  
Dallas, Texas 75201  
Phone: (214) 965-9900  
Email: [jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If to FISD:

Frisco Independent School District  
Attn: Esther Kolni, General Counsel  
5515 Ohio Drive  
Frisco, Texas 75035  
Phone:469-633-6057  
Email: [kolnie@friscoisd.org](mailto:kolnie@friscoisd.org)

12. **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.
13. **Assignment.** Either Party may not assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.
14. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
15. **Governing Law; Venue.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
16. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
17. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid.
18. **Recitals.** The recitals to this Agreement are incorporated herein.

19. **No Waiver of Immunity.** The Parties agree that neither Party has waived immunity by entering into and performing their respective obligations under this Agreement.
20. **Authorization.** Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
21. **Waiver.** Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
22. **Agreement Read.** The Parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
23. **Multiple Originals.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

***[Signature Page to Follow]***

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF MIDLOTHIAN, TEXAS**

By: \_\_\_\_\_  
Chris Dick, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03/06/2026: 4915-8915-5221, v. 1)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**FRISCO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
General Counsel, Frisco Independent  
School District