

CITY OF BLUE RIDGE
RESOLUTION 2018-1106-002

A RESOLUTION OF THE CITY OF BLUE RIDGE, TEXAS, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) 2019-2020 FUND YEAR PROJECT.

WHEREAS, the 2019-2020 Texas Community Development Block Grant contract requires implementation by professionals experienced in federally funded community development projects;

WHEREAS, in order to identify a qualified and responsive provider for these services, a Request for Qualifications (RFQ) for engineering services has been completed in accordance with TxCDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for professional services giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That Birkhoff, Hendricks & Carter, LLP be selected to provide Texas CDBG application and project-related **professional engineering services** for the 2019-2020 Texas Community Development Block Grant project.
- Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of 2019-2020 Texas Community Development Block Grant funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON NOVEMBER 6, 2018.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

CITY OF BLUE RIDGE

RESOLUTION 2018-1106-003

A RESOLUTION OF THE CITY OF BLUE RIDGE, TEXAS, AUTHORIZING THE APPOINTMENT TO THE INITIAL 9-1-1 DISTRICT BOARD THROUGH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS REGIONAL PLANNING COMMISSION.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is the regional planning commission for the 16-county North Central Texas region and provides 9-1-1 service under contract with the Texas Commission on State Emergency Communications (CSEC); and,

WHEREAS, the jurisdictions receiving 9-1-1 services from NCTCOG have determined creating a regional emergency communication district pursuant to Texas Health & Safety Code Chapter 772.601 to locally administer such services is preferable; and,

WHEREAS, on March 7, 2017, the City of Blue Ridge passed a resolution approving the district's creation; and

WHEREAS, NCTCOG will serve as the fiscal and administrative agent for the district consistent with Texas Health & Safety Code Chapter 772.609; and

WHEREAS, the district will be governed by a board of managers, with an initial board composed of primarily elected officials appointed by the governing bodies of participating counties and municipalities responsible for establishing the size of the board and the qualifications of board members; and

WHEREAS, the City of Blue Ridge wishes to have an appointee serve on the initial board, count toward purposes of determining a quorum, and has identified a qualified individual to attend the initial board meeting anticipated to occur on December 5, 2018, in Arlington, Texas.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The City of Blue Ridge appoints _____ to serve on the initial North Central Texas 9-1-1 Emergency Communications District Board.

Section 2. This resolution shall be transmitted to NCTCOG.

Section 3. This resolution shall be in effect immediately upon its adoption.

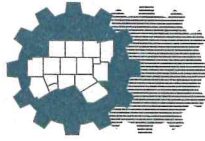
PASSED AND APPROVED ON NOVEMBER 6, 2018.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary



North Central Texas Council Of Governments

October 15, 2018

Rhonda Williams
Mayor
200 South Main Street
Blue Ridge, TX 75424

Dear Mayor Williams:

The North Central Texas COG (NCTCOG) currently administers 9-1-1 services on your behalf under the direction of the Texas Commission on State Emergency Communications. To pay for the provision of these 9-1-1 services, state law provides for a \$.50 fee to be collected each month on individual and business telephone bills. These fees are collected by the State Comptroller's office and the State Legislature determines how much of the funds from these fees are returned to our region. At this time, the state is holding a large amount of the funds generated by these fees.

In the 84th Session of the Legislature, a law was passed (SB 1108) allowing councils of governments to form 9-1-1 Districts whereby all fees collected from citizens and businesses within these districts are remitted directly to the districts to be used solely for the provision of 9-1-1 services. It also called for these districts to be governed by local elected officials from member counties and cities.

During the past year, your jurisdiction passed a resolution supporting the formation of the 9-1-1 District within the NCTCOG region. This district will be created on December 3, 2018. State law stipulates that an initial board meeting be held to determine the size and qualification of a permanent board and to conduct other necessary business. The initial board will be comprised of elected officials appointed by their governing bodies through an official resolution. As an eligible jurisdiction, you are entitled to appoint said representative, but you are not required to do so. A sample resolution is enclosed for your convenience and is due no later than Friday, November 16, 2018.

If you decide to officially appoint a representative, please be certain that the person selected is committed to attend the initial board meeting as this will affect quorum requirements and meeting logistics.

Even if you do not officially appoint an initial board member, individuals from your jurisdiction are welcome to attend and observe the meeting. Please RSVP if you plan to have lunch with us.

The initial Board meeting will be held as follows:

DATE: December 5, 2018
TIME: 10:30 am – 12:30 pm (lunch will be served)
LOCATION: NCTCOG Transportation Council Room
616 Six Flags Drive
Arlington, TX 76011

Please mail or email your Resolutions and RSVP by no later than Friday, November 16, 2018 to:
9-1-1 Projects, NCTCOG, PO Box 5888, Arlington, TX, 76005; or 911Projects@NCTCOG.org.

Should you have questions regarding the formation of the district or initial board meeting please contact me at (817) 695-9101.

Sincerely,



Mike Eastland
Executive Director

cc: Christy Williams, Director of 9-1-1, NCTCOG

Enclosures: Sample Resolution

RESOLUTION APPOINTING MEMBER TO INITIAL 9-1-1 DISTRICT BOARD

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is the regional planning commission for the 16-county North Central Texas region and provides 9-1-1 service under contract with the Texas Commission on State Emergency Communications (CSEC); and,

WHEREAS, the jurisdictions receiving 9-1-1 services from NCTCOG have determined creating a regional emergency communication district pursuant to Texas Health & Safety Code Chapter 772.601 to locally administer such services is preferable; and,

WHEREAS, on INSERT DATE, JURISDICTION passed a resolution/ordinance approving the district's creation; and,

WHEREAS, NCTCOG will serve as the fiscal and administrative agent for the district consistent with Texas Health & Safety Code Chapter 772.609; and,

WHEREAS, the district will be governed by a board of managers, with an initial board composed of primarily elected officials appointed by the governing bodies of participating counties and municipalities responsible for establishing the size of the board and the qualifications of board members; and,

WHEREAS, JURISDICTION wishes to have an appointee serve on the initial board, count toward purposes of determining a quorum, and has identified a qualified individual to attend the initial board meeting anticipated to occur on December 5, 2018, in Arlington, Texas.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The JURISDICTION appoints INSERT NAME to serve on the initial North Central Texas 9-1-1 Emergency Communications District Board.

Section 2. This resolution shall be transmitted to NCTCOG.

Section 3. This resolution shall be in effect immediately upon its adoption.



Contract for Supply of Electricity

Quote Number:	S0199783	Product:	Fixed Price / DMAC / HUB
Business Partner:	0029471183		
Buyer:	City of Blue Ridge 200 S MAIN ST BLUE RIDGE, TX 75424-4463	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(972) 752-5791	Fax:	
		Phone:	(866) 576-6745
		Fax:	(972) 556-6108

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: May 1, 2024

Primary Term End Date: May 31, 2028

II. CHARGES

CHARGE	AMOUNT (Monthly Charges will be the total of the items listed in this Article II.)
(i) All kWh Charge (the per kWh "Contract Price")	<p>\$0.0364295 per kWh.</p> <p>The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges to the applicable ERCOT Hub, but will exclude settlement charges for Congestion to the applicable ERCOT Load Zone (i.e., excludes the difference between the applicable ERCOT Hub price and the applicable ERCOT Load Zone price for each fifteen (15) minute interval/block of time contained in the applicable contract billing month) which will be passed through to Buyer without markup by Seller pursuant to "(v) Other Charges" below.</p> <p>*Buyer should be aware that the Hub to Load Zone settlement differential per interval potentially could be very volatile, with effectively no cap or limitation on how high such interval costs can go. Market and other conditions potentially could result in significant increases in such costs for extended periods of time for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with the costs associated with this HUB to Load Zone settlement differential.</p>
(ii) Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
(iii) Other Charges	Varies by ESI ID throughout the Term. All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
(iv) Taxes	Varies by ESI ID throughout the Term. All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
(v) Aggregator/Third Party Fee	The pricing under this Agreement reflects a payment to Muirfield Energy, Inc. in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via CHECK

IV. SPECIAL PROVISIONS

INITIAL SECURITY: An initial cash deposit in the amount of \$0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

TXU ENERGY GREENBACK PROGRAM: As a result of executing this Contract for the Supply of Electricity, Buyer is eligible to participate in Seller's Greenback Program and receive up to a total of \$700.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises **after execution of this Contract for the Supply of Electricity**. Funds will be available starting on the Primary Term Start Date and documentation for all such work must be submitted to Seller within one year of this date (i.e., Buyer must provide all appropriate documentation to Seller, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Seller shall have the right to audit Buyer's facilities to verify any energy efficiency work submitted for the payment of rebates. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.

V. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Blue Ridge a Texas political subdivision	Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company
By (Name of General Partner or Agent if applicable):	
Its General Partner	
Buyer Signature:	Seller Signature:
Officer's Printed Name:	Officer's Printed Name:
Title:	Date:
	Title:
	Date:

[Note: Gray highlighting indicates sections impacted by governmental addendum.]

I. DEFINITIONS

"Agreement" means the Contract for the Supply of Electricity that is subject to these Terms and Conditions.

"ERCOT" means the Electric Reliability Council of Texas, Inc.

"ESI ID" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"POLR" means the provider of last resort as designated by the PUCT.

"Power" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"PUCT" means the Public Utility Commission of Texas.

"Premise" means individually, and "Premises" means collectively, each parcel of real property and improvements identified on Exhibit A.

"REP" means a retail electric provider that is certified by the PUCT.

"Seller Point of Delivery" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"TDSP Point of Delivery" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

"TDSP" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"Term" means the time period during which the Agreement is effective as specified in Article I of the Agreement.

"Terms and Conditions" means these Terms and Conditions for Supply of Electricity.

Capitalized terms not defined in these Terms and Conditions shall have the meaning identified in the Agreement.

II. SUBJECT MATTER AND QUANTITY. During the Term Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the listed Premises. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the TDSP Point(s) of Delivery. Buyer shall use the Power only at the Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS.

Buyer shall provide the amount of security, if any, stated in Article IV ("Special Provisions") of the Agreement before the Primary Term Start Date. Additionally, if at any time prior to the end of the Agreement Seller later determines in good faith that there has been a material adverse change in Buyer's or Buyer's Parents' credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five (5) business days of such request. Seller shall return the security (and accrued interest, if applicable, at the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year) less any amounts owed by Buyer under the Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Buyer shall pay Seller the Charges identified on each invoice by the due date listed in Article III ("Billing") of the Agreement. All past due amounts shall accrue interest at a rate equal to one percent (1%) above the "Prime Rate" published in The Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, unless a lesser amount is required by law, from the date the payment was originally due until paid (including accrued interest).

4.2 Intentionally Deleted.

4.3 Intentionally Deleted.

4.4 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("IDR"), or for IDRs for which IDR information was not received by Seller in a useable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges, Seller shall have the right to reasonably estimate the quantity of the electricity consumed and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of the Agreement, in the event of a dispute and/or possible correction, relating to the Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under this Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue (d) If, during the term of this Agreement, Buyer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities provided for in this Agreement for each such month, then, upon notice from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Seller associated with effectuating such adjustment. In such event, Buyer may choose whether such credits or costs are passed through (1) as a single amount, or (2) on a monthly basis over the remaining Term.

4.5 Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under the Agreement (i) upon expiration or termination of this Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of the Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.6 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement became effective, or Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement became effective, (ii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premises to change, or (iii) Seller's cost to serve Buyer under the Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action, (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the Agreement in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.6, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under the Agreement pursuant to this Section 4.6, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate the Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (i) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (ii) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination. (b) During the Agreement Term, Buyer shall not consume electricity at any Premises from any source (including self-generation) except for Power sold by Seller under the Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premises and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premises (and associated electricity quantities as reasonably determined by Seller) to the Agreement by submitting its written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount equal to, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity quantities attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller ("Premise Addition Quantities") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under this Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "Premise Addition Payment"). In such event, the additional Premise(s) and associated electricity quantities shall be added to this Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of this Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each Premise Addition Payment on or before the end of the time period listed in Article III ("Billing"). In the alternative, Buyer shall have the option to (i) enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices, or (ii) contract for such additional Premise(s) with another REP in lieu of adding the Premise(s) to this Agreement, or (iii) covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer shall be entitled to remove one or more, but not all, Premises (and associated electricity quantities as reasonably determined by Seller) from the Agreement only if Buyer either (a) sells or leases the Premises or (b) closes the Premises for the remainder of the Term. Buyer shall provide Seller with thirty (30) calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from the Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity quantities attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "Premise Liquidated Quantities") multiplied by (ii) the Contract Price under this Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "Premise Liquidation Payment"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III ("Billing").

VI. REMEDIES UPON TERMINATION.

6.1 A material breach of the Agreement includes: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of the Agreement and such failure is not cured within ten (10) calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of the Agreement when such failure is not cured within thirty (30) calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement for any Premise(s) with another REP that covers any period during the Agreement Term; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premises, except as allowed under Article IV ("Special Provisions") of the Agreement, Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date this Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a material breach of the Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under the Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates the Agreement due to a material breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law, and (ii) within thirty (30) calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such material breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 ("the Remaining Quantities") multiplied by (ii) the Contract Price under the Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates the Agreement due to a material breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such material breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (i) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer (or equivalent or similar pricing), minus (ii) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES

RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION UNDER ARTICLE XI BELOW.

IX. NOTICES. All notices required or permitted under the Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid; or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown at the beginning of the Agreement, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS.

10.1 The applicable Tariff(s) for Retail Delivery Service (the "Tariff") of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 The Agreement is subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (i) it is their intention to agree to terms and conditions different from those set forth in the "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules") currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (ii) in the event that there is any conflict between the terms contained in the Agreement and the Customer Rules, the Agreement shall control; and (iii) the Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in the Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under the Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under the Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.6 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above) is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then in the event the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XII. MISCELLANEOUS.

12.1 UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO THE AGREEMENT AND ALL TRANSACTIONS THEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.

12.2 Assignment. Neither Party may assign the Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (i) Seller may assign the Agreement to any REP without obtaining Buyer's prior consent and (ii) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of the Agreement by Buyer must be in conjunction with a conveyance of legal title to all of the Premises to a single entity. The Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes a valid assignment of the Agreement, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 Entirety of Agreement. The Parties each acknowledge that they are relying on their own judgment and it is the intention that the Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 Waiver of Rights. A waiver by either Party of any breach of the Agreement, or the failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 Third Party Beneficiary/Rights. Nothing in the Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 Survival. No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 Confidentiality. Seller and Buyer agree to keep all terms and provisions of the Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however,

each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

12.8 Forward Contract. The Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (i) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (ii) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (iii) any payment related hereto will constitute a "settlement payment" as defined in Section 101(51A) of the Bankruptcy Code, and (iv) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of this Agreement does not, and the performance by Buyer of its obligations hereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) this Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of the Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by this Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of the Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout the Agreement are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of the Agreement.

12.12 Severability. If any provision in the Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEGOTIATION OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

**GOVERNMENTAL ADDENDUM TO THE
CONTRACT FOR SUPPLY OF ELECTRICITY**



- I. The following new definitions are hereby added to Section I of the Terms and Conditions, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state governmental entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

- II. Section 4.1 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the Agreement. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

- III. Section 4.5 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

4.5 If, upon expiration or termination of the Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

- IV. The following Section 4.7 shall be added to Article IV of the Terms and Conditions:

4.7 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.7 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.7, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

- V. The following Section 4.8 shall be added to Article IV of the Terms and Conditions:

4.8 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

- VI. Section 6.2(a) of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates the Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of receipt of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "Remaining Quantities") multiplied by (ii) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the Agreement, or (iii) for a termination of the Agreement due to a Material Breach other than non-payment or failure to provide security.

- VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Terms and Conditions:

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of the Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of the Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of the Agreement under this

Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER THE AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

IX. Article X of the Terms and Conditions is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into the Agreement, and that the Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

X. Article XI of the Terms and Conditions shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XI. The following shall be added to the end of Section 12.4 of the Terms and Conditions:

Except to the extent necessary to enforce Seller's rights under the Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Terms and Conditions shall be deleted in their entirety and replaced with the following:

12.6 Survival. No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 Confidentiality. Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of the Agreement, and any information and records in Buyer's possession that are provided under the Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The last sentence of Section 12.9 of the Terms and Conditions shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into this Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout this Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. Section 12.14 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under the Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of the Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: **[Intentionally Deleted]**

XV. A new Section 12.16 of the Terms and Conditions is hereby added to read in its entirety as follows:

12.16 Attorneys' Fees. In any litigation to enforce the terms of this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]

Exhibit A – Point of Delivery Listing



Legal Name: City of Blue Ridge

Quote: S0199783

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
TEXAS-NEW MEXICO POWER CO	10400512619350001	104 S MAIN ST BLUE RIDGE TX 75424-4453	North	15			BUSLOLF	AMSR	\$0.00	12
TEXAS-NEW MEXICO POWER CO	10400512619400001	202 W JAMES ST BLUE RIDGE TX 75424	North	15			BUSLOLF	AMSM	\$0.00	30
TEXAS-NEW MEXICO POWER CO	10400512620120001	200 S MAIN ST BLUE RIDGE TX 75424-4463	North	15			BUSLOLF	AMSR	\$0.00	6
TEXAS-NEW MEXICO POWER CO	10400513694870001	200 E HEAP ST UNIT A BLUE RIDGE TX 75424-4487	North	15			BUSLOLF	AMSM	\$0.00	50
TEXAS-NEW MEXICO POWER CO	10400513651010002	108 1/2 W JAMES ST BLUE RIDGE TX 75424-4375	North	15			BUSNODEM	AMSR	\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400513921080001	200 E HEAP ST UNIT B BLUE RIDGE TX 75424-4487	North	15			BUSNODEM	AMSR	\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400512621340002	22000 HPS UNIT 9500W STRTLT BLUE RIDGE TX 75424-0000	North	15			NMLIGHT		\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400512619320002	200 W FM 545 UNIT 400W BLUE RIDGE TX 75424-4401	North	15			NMLIGHT		\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400514768450001	200 E HEAP ST UNIT C BLUE RIDGE TX 75424-4487	North	15			BUSNODEM	AMSR	\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400514256810001	201 W JAMES ST BLUE RIDGE TX 75424	North	15			RESLOWR	AMSR	\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400513415430002	100 SCOTT RD UNIT 100W BLUE RIDGE TX 75424	North	15			NMLIGHT		\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400514765600001	100 SCOTT RD 2STORY BLUE RIDGE TX 75424-0000	North	15			BUSHILF	AMSM	\$0.00	5
TEXAS-NEW MEXICO POWER CO	10400513415430001	100 SCOTT RD SEWPLT BLUE RIDGE TX 75424	North	15			BUSHILF	AMSM	\$0.00	15
TEXAS-NEW MEXICO POWER CO	10400512621340001	8150 MV W/P UNIT 8150W STRTLT BLUE RIDGE TX 75424-0000	North	15			NMLIGHT		\$0.00	0
TEXAS-NEW MEXICO POWER CO	10400512619330001	100 S MAIN ST BLUE RIDGE TX 75424-4453	North	15			BUSLOLF	AMSR	\$0.00	9
TEXAS-NEW MEXICO POWER CO	10400514765590001	11020 COUNTY ROAD 504 BLUE RIDGE TX 75424-2505	North	12			BUSLOLF	AMSM	\$0.00	86

@BCL@D4041284

CONFIDENTIAL & PROPRIETARY

Version: MAC – DMAC GOV 08.06.2018

TEXAS-NEW MEXICO POWER CO	10400514896730001	729 S BUSINESS 78 HWY BLUE RIDGE TX 75424- 0000	North	12		BUSLOLF	AMSM	\$0.00	15
TEXAS-NEW MEXICO POWER CO	10400513804130001	100 1/2 SCOTT RD BLUE RIDGE TX 75424-0000	North	15		BUSLOLF	AMSM	\$0.00	19

Total Number of Points of Delivery = 18

Total Peak kW = 247

Total Monthly Standing Charges = \$0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

Exhibit A-1 – Monthly Contract Quantities



Legal Name: City of Blue Ridge

Total Contract kWh: 1,497,965

Quote: S0199783

Period*	Contract Quantities (kWh)
5/1/2024	9,671
6/1/2024	30,449
7/1/2024	34,167
8/1/2024	34,304
9/1/2024	30,208
10/1/2024	28,639
11/1/2024	28,646
12/1/2024	34,938
1/1/2025	36,114
2/1/2025	29,462
3/1/2025	28,608
4/1/2025	24,426
5/1/2025	27,513
6/1/2025	30,449
7/1/2025	34,167
8/1/2025	34,304
9/1/2025	30,208
10/1/2025	28,639
11/1/2025	28,646
12/1/2025	34,938
1/1/2026	36,114
2/1/2026	29,462
3/1/2026	28,608
4/1/2026	24,426
5/1/2026	27,513
6/1/2026	30,449
7/1/2026	34,167
8/1/2026	34,304
9/1/2026	30,208
10/1/2026	28,639
11/1/2026	28,646
12/1/2026	34,938
1/1/2027	36,114
2/1/2027	29,462
3/1/2027	28,608
4/1/2027	24,426
5/1/2027	27,513
6/1/2027	30,449
7/1/2027	34,167
8/1/2027	34,304
9/1/2027	30,208
10/1/2027	28,639

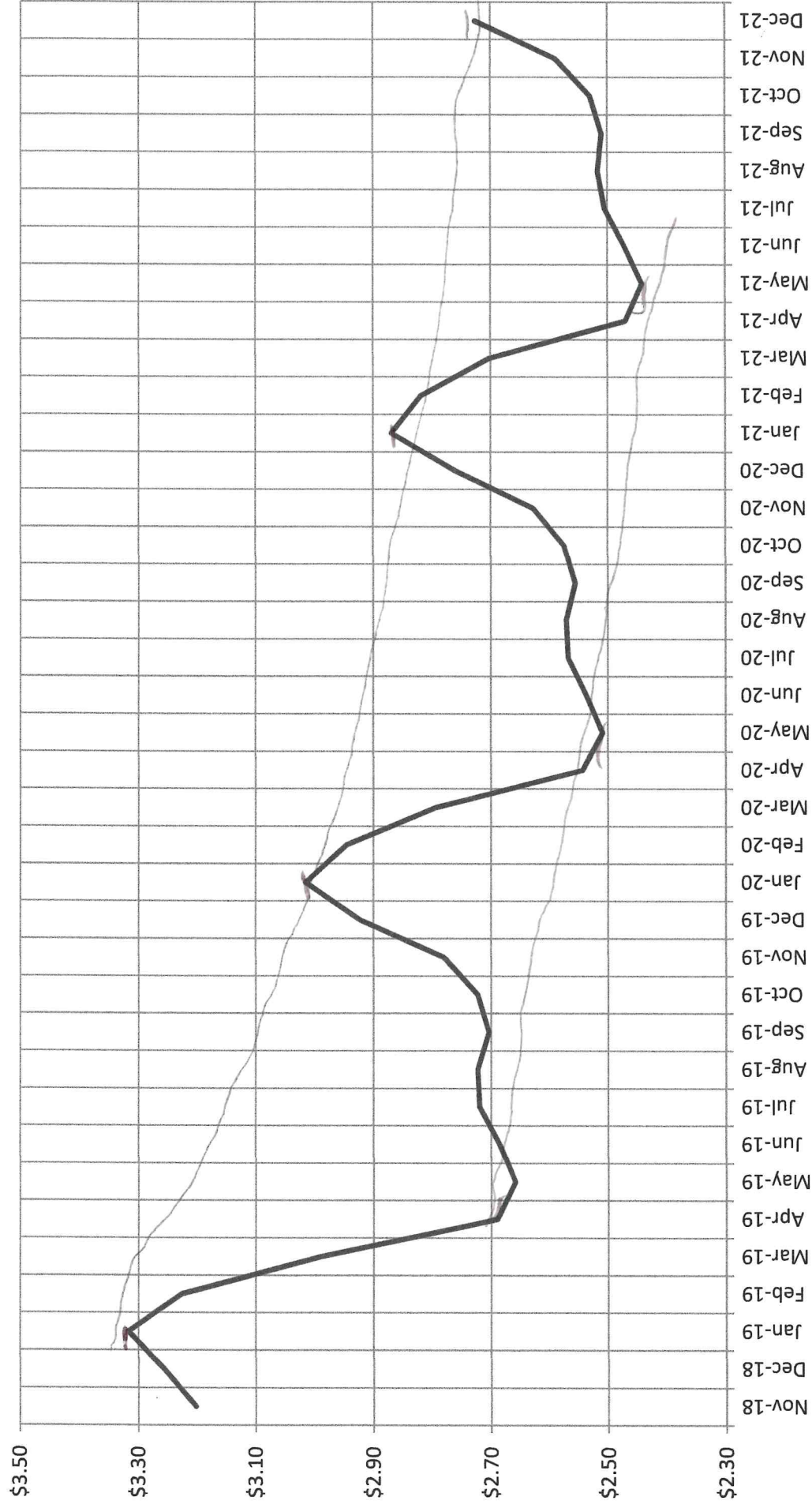
11/1/2027	28,646
12/1/2027	34,938
1/1/2028	36,114
2/1/2028	29,462
3/1/2028	28,608
4/1/2028	24,426
5/1/2028	27,513
6/1/2028	18,398

Total Number of Periods = 50

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

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INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES

This INTERLOCAL AGREEMENT for the provision of Ambulance Services ("Agreement") by Collin County, Texas a political subdivision of the State of Texas (hereinafter referred to as "County") and the Cities of Anna, Blue Ridge, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, and Weston (collectively known as the "Northern and Eastern Coalition" and individually as "Member") each a local government of the State of Texas.

RECITALS

WHEREAS, Pursuant to the authority granted by V.T.C.A. Government Code, Title 8, Chapter 271, Subchapter F, Section 271.102 and Title 7, Chapter 791, Subchapter C, Section 791.025; and

WHEREAS, County has entered into an agreement with an ambulance service provider ("Vendor") pursuant to the contract Services, Emergency Medical, RFP No. 2018-139 ("Ambulance Contract"); and

WHEREAS, each Member of the Northern and Eastern Coalition desires to participate in the purchase of the services described in the Ambulance Contract; and

WHEREAS, County and the Northern and Eastern Coalition believe that the cooperative purchase of the services benefits the citizens of both County and Northern and Eastern Coalition; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby represent, warrant, covenant and agree as follows:

I. Term of Agreement

1.1 This Agreement shall become effective on November 1, 2018, ("Effective Date"), regardless of when this Agreement is executed by the Member authorized representatives.

1.2 The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect through and including October 31, 2019 with the option to renew for four (4) additional one (1) year periods.

1.3 A Member or County may terminate this Agreement, with or without cause, before end of the current term by providing the other Party one-hundred and forty (140) days written notice to the other Party.

II. Relationship of Parties

2.1 County, its agents, employees, volunteer help or any other person operating under this agreement shall not be considered an agent or employee of any Member, nor shall any Member, its agents, employees, volunteer help or any other person operating under this agreement be considered an agent or employee of Collin County.

III. Services

3.1 Vendor will provide services to the County and the Northern and Eastern Coalition in accordance with the Ambulance Contract.

3.2 Each Member will appoint a representative to the EMS Advisory Board. The EMS Advisory Board meets quarterly to discuss the Ambulance Contract.

IV. Payment of Services

4.1 Each Member agrees to pay for the Services each year in the amount determined by the following formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of each Member as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.2 County agrees to pay for the Services each year in the amount determined by the same formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of the Unincorporated area as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.3 County agrees to pay the Vendor the total amount owed for services as required by the Ambulance Contract, on the condition that each Member reimburses County for amounts each Member owes pursuant to this Agreement. The County will invoice each Member quarterly in accordance with Exhibit A.

4.4 See attached for "Exhibit A" which shows the amounts owed, pursuant to section 4.1 and 4.2 by each Member and County for the first year of the Term of this Agreement which begins on November 1, 2018 and ends on October 31, 2019. This Exhibit "A" is incorporated herein.

4.5 Each Member and County shall make payments hereunder from current revenues available to each party.

4.6 In the event a Member terminates its participation in this Agreement, (the " Withdrawing Member"), the remaining Members hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Members shall be paid by the remaining Members and County collectively on a per capita basis.

4.7 In the event the Vendor of the Ambulance Contract is assessed damages, Member will receive a discount based upon the population percentage (calculated on Attachment A) on their next quarterly payment.

V. Notice

5.1 Any notice required by this Agreement to County shall be sent to the following address:

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

5.2 Any notice required by this Agreement to a Member shall be sent to the address stated in each Member's signature.

VI. Miscellaneous

6.1 Entire Agreement Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

6.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

6.3 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

6.6 Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officials, officers, 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 officials, officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

6.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF
THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

“MEMBER”

AGENCY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

MEMBER CONTACT INFORMATION FOR NOTIFICATIONS:

Address: _____

City: _____

Zip Code: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Fire District /City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Cost	Quarterly Payment 1	County Costs
ANFD Anna	2,017	13,248	17.73%	15,265	43.58	Northern	AMR	\$125,166.78	\$31,291.70	\$19,056.57
BLFD Blue Ridge	2,807	984	1.32%	3,791	69.71	Eastern	AMR	\$9,296.81	\$2,324.20	\$26,520.47
BRFD Branch*	3,451	-	0.00%	3,451	8.32	Eastern	AMR	\$0.00	\$0.00	\$32,604.96
FVFD Farmersville	4,334	3,000	4.01%	7,334	80.00	Eastern	AMR	\$28,343.93	\$7,085.98	\$40,947.53
JOFD Josephine	2,282	1,811	2.42%	4,093	32.39	Eastern	AMR	\$17,110.28	\$4,277.57	\$21,560.28
LCFD Lowry Crossing	1,424	1,742	2.33%	3,166	12.09	Eastern	AMR	\$16,458.37	\$4,114.59	\$13,453.92
MSFD Melissa	2,322	9,435	12.63%	11,757	28.05	Northern	AMR	\$89,141.65	\$22,285.41	\$21,938.20
NVFD Nevada	3,733	1,213	1.62%	4,946	29.24	Eastern	AMR	\$11,460.39	\$2,865.10	\$35,269.29
PNFD Princeton	4,469	11,321	15.15%	15,790	53.30	Eastern	AMR	\$106,960.54	\$26,740.13	\$42,223.00
RSFD Royse City	919	-	0.00%	919	13.73	Eastern	AMR	\$0.00	\$0.00	\$8,682.69
WMFD Westminster*	1,934	-	0.00%	1,934	28.20	Northern	AMR	\$0.00	\$0.00	\$18,272.39
WEFD Weston	1,948	331	0.44%	2,279	50.26	Northern	AMR	\$3,127.28	\$781.82	\$18,404.66
Total	31,640	43,085	57.66%	74,725	448.86			\$407,066.04		\$298,933.96

TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00

Total Population 74,725

Contract Rate \$ 706,000.00

Rate per person \$ 9.45

* Westminster Fire District contains Anna annexations

* Collin County is responsible for unincorporated Westminster and Branch

* The incorporated portion of Royse City is covered by Rockwall EMS

ACTION PLAN

Goal 1: Infrastructure Development

Increase capacity for residential and commercial growth through continued infrastructure improvements.

Objective	Measure of success	Time frame
1A. Explore grants and other funding sources to finance the infrastructure improvements needed to facilitate new commercial and industrial developments.	<ul style="list-style-type: none"> Schedule and meet with NCTCOG Representative for Collin County/Blue Ridge to assist and identify prospective funding Identify and hire qualified proposal specialist/project manager Attendance at facilitated meetings with TEEX and state agencies in Austin Review agency websites to identify funding sources Establish working relationships with funding sources through attendance at training seminars and conferences 	3 rd quarter 2012
1B. Complete assessment of current infrastructure capacity and future growth needs.	Completed inventory	4 th quarter 2012
1C. Collaborate with neighboring communities and county to develop inter-local agreements for repairs and expansion.	<ul style="list-style-type: none"> Schedule and meet with NCTCOG representative NCTCOG includes information on Blue Ridge on their website Inter-local agreements in place 	1 st quarter 2013
1D. Gauge interest of prospective developers to build commercial and residential property.	<ul style="list-style-type: none"> List of potential developers Contact with potential developers 	2 nd quarter 2014
1E. Develop recently acquired land to build industrial office complex.	<ul style="list-style-type: none"> Building is open and occupied Jobs are created 	1 st quarter 2015