



- d. Provide repairs, at GTB's sole cost and expense, of any normal wear and tear that occurs to the AMBUS during the travel operations to and from Atlanta, and during the FRI Conference;
- e. Provide, at GTB's sole cost and expense, wash and detailing services of the AMBUS at the GTB facility upon return to Houston; and
- f. Provide any cosmetic (paint or dent) touch up, if needed, secondary to any normal wear and tear which may be sustained during the travel or while at the FRI Conference.

3. **Responsibilities of County.** The County is responsible for providing the following:

- a. Provide the AMBUS vehicle for display at the FRI Conference from August 5, 2019 through August 10, 2019;
- b. Provide up to two staff members to operate the AMBUS and deliver the vehicle to the specified location by August 5, 2019;
- c. Provide per diem, per County Travel Policy, for up to two (2) county staff members; and
- d. Provide County ensure that the AMBUS and county personnel will be covered, in accordance with county policy, by the County insurance.

4. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** GTB clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County has not allocated any funds to discharge any and all liabilities County may incur. GTB does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that GTB may become entitled to and the total maximum sum that County may become liable to pay to GTB shall not under any conditions, circumstances, or interpretations thereof exceed zero dollars and 00/100 (\$0.00).

6. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

7. **Notices.** All notices, communications, invoices and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties as follows or to such other address as either party may subsequently specify in writing:

If to County: Fort Bend County EMS  
Attn: Graig Temple, MS, LP, MPO  
4332 Hwy 36 S.  
Rosenberg, Texas 77471

With copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

If to GTB: General Truck Body  
Attn: Chris Maikranz  
6901 Avenue V  
Houston, Texas 77011

8. **Insurance.** Prior to commencement of the Services, GTB shall furnish County with properly executed certificates of insurance which shall evidence all insurance required herein below and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. GTB shall provide certified copies of insurance endorsements and/or policies if requested by County. GTB shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precede the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

GTB shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
  10. **Termination.** County may terminate this Agreement at any time. County shall use its best efforts to notify GTB, in writing, of the cancellation as soon as reasonably practicable.

11. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
12. **Confidential Information.** GTB expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by GTB shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
13. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party. **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
14. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by GTB in any way associated with the Agreement.
15. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
16. **Applicable and Governing Law.**
  - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
  - b. As required by Chapter 2270, Government Code, GTB hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- c. By signature below, GTB represents pursuant to Section 2252.152 of the Texas Government Code, that GTB is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
17. **No Partnership, Joint Venture or Joint Enterprise.** It is specifically understood that the relationship described in this Agreement between County and GTB is contractual in nature and is not to be construed to create an agency, partnership, joint enterprise or joint venture relationship between County and GTB; nor shall one party be liable for any debts incurred by the other party in the conduct of such other party's business or function.
18. **No Waiver of Immunity by County.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall constitute a waiver by the County of any provisions of applicable law relating to any immunity or defense as may be available to the County on behalf of itself, its officers, employees, and agents.
19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
20. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
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*{EXECUTION PAGE FOLLOWS}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**GENERAL TRUCK BODY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor