

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND COUNTY ESD No. 8 for PURCHASE OF FUEL**

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court (“**County**”) and **Fort Bend County Emergency Services District No. 8 (“District”)**, a political subdivision of the State of Texas, operating under Chapter 775, Texas Health & Safety Code, providing fire suppression, rescue and EMS First Responder Services.

WITNESSETH:

WHEREAS, District desires the County’s assistance in the refueling of its vehicles by the District’s service provider, Beasley Volunteer Fire Department; and,

WHEREAS, the County desires to assist District by allowing said vehicles to be fueled at designated Fort Bend County fuel depots; and,

WHEREAS, the governing body of District has duly authorized this Agreement; and,

WHEREAS, the governing body of County has duly authorized this Agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act;

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the County and District hereby agree as follows:

I. Compensation and Payment

- 1.01 The County will provide District gasoline fuel at the same rate at which the County purchased the fuel, plus an additional two cents (2¢) per gallon administrative fee for gasoline fuel received by District.
- 1.02 The County will provide District with an ID Badge allowing for gate access at designated locations and a Master Fuel Key to track fuel usage.
- 1.03 County will issue monthly invoices sent to the District at the address listed in Section VII. Payment will be due within ten (10) days of receipt.

II. Assignability

This Agreement is for the benefit of the District, its officers, agents, contractors and employees, and quasi-governmental agencies and it shall not be assigned in whole or in part by the District to any third party without prior written consent of the County.

III. Indemnification

To the extent allowed by law, District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising out of District’s activities under this Agreement.

IV. Term And Termination

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2020, with automatic one-year renewals for a period of up to five years ending on September 30, 2025, unless terminated earlier by either party by giving at least ten (10) days written notice to the other party. The indemnification provision of Section III shall survive the termination of this Agreement.

District further agrees and understands that if County's fuel supplier(s) ration, limit or reduce County's fuel supply, District will be given notice of the reduced amount for District's consumption; or in the event County's fuel supply is drastically reduced, as determined by County, the Agreement may be subject to cancellation upon ten (10) days written notice to District.

V. Liability Coverage

- 5.01 Commercial General Liability. District agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.
- 5.02 Automobile Liability. District agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 5.03 Workers' Compensation and Employer's Liability. District agrees to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.
- 5.04 Fort Bend County, its elected and appointed officials, employees and agents shall be named as additional insureds to required coverage except for Workers' Compensation. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County. Any termination of coverage shall result in immediate termination of this agreement. Policies shall provide waiver of subrogation in favor of the County.
- 5.05 Coverages shall be with a company (with at least an A-Bests rating) acceptable to the County. District shall provide the County's Risk Management Department with a copy of the proposed insurance within ten (10) days of the effective date hereof.

VI. Miscellaneous

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

VII. Notice

- 7.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

7.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County: Fort Bend County Road and Bridge Commissioner
301 Jackson St.
Richmond, Texas 77469

With a Copy to: Fort Bend County
Attention: County Judge
401 Jackson St.
Richmond, Texas 77469

If to District: Fort Bend County Emergency Services District No. 8
P.O. Box 166
Beasley, Texas 77417

With a Copy to: Coveler & Peeler, P.C.
Attn: Nicole E. Pierce
820 Gessner, Suite 1710
Houston, Texas 77024

Address for Invoices: Fort Bend County Emergency Services District No. 8
c/o Beasley Fire Department
214 S. 3rd Street
Beasley, Texas 77417

7.03 A Notice is effective only if the party giving or making the Notice has complied with subsections 7.01 and 7.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

7.03.1 If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

7.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

VIII. Modification And Waivers

No modification or waiver of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

IX. Applicable Law

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 this 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.

X. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

**FORT BEND COUNTY
EMERGENCY SERVICES DISTRICT NO. 8**

By: 
Jonathon Sabrsula, Board President

Date: 7/16/2019

ATTEST:

By: 
Jacquie Gerke, Board Secretary

FORT BEND COUNTY

By: _____
KP George, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk