

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This INTERLOCAL AGREEMENT is made by and between Fort Bend County, Texas, a political subdivision of the State of Texas, acting herein by and through the Commissioners' Court of Fort Bend County ("County") and Fort Bend County Emergency Services District No. 9 ("District"), a political subdivision of the State of Texas, acting herein by and through its Board of Emergency Services Commissioners, each eligible contracting entity under the Texas Interlocal Cooperation Act. The County and District may collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

WHEREAS, District desires the County's assistance in refueling its vehicles and those of the District's designated emergency service agency, Needville Fire Department; and

WHEREAS, the County desires to assist District by allowing said vehicles to be fueled at County fuel depots located in Needville, Texas; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and District agree to the terms and conditions stated in this Agreement:

I.

Compensation

- A. County will provide District gasoline and diesel through a system designed to ensure accountability by District using receipts and monthly billing for the gasoline and diesel at the same price the County was able to purchase. County will invoice District for the cost of the gasoline and diesel received by District, plus two cents (2¢) per gallon administrative fee.
- B. The Parties agree that the amounts to be invoiced as stated above are fair compensation for services or functions performed under this Agreement and that any payments required to be paid by a Party for performance of governmental functions or provision of services will be made from current revenues available to such Party.
- C. District will pay any invoice within ten (10) days of receipt. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Treasurer, 301 Jackson Street, Suite 514, Richmond, TX 77469.

II.
Duration of Agreement

- A. This Agreement is effective as of the date signed by the Parties and shall terminate September 30, 2023, with automatic one-year renewals. It is expressly understood by the Parties that the period or term of this Agreement may be terminated without cause at any time by either Party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.
- B. District further agrees and understands that if County's fuel supplier(s) ration, limit or reduce the 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 or suspension upon 10 days notice to District.

III.
Relationship of Parties

- A. The Parties agree that in performing services specified in this Agreement, each is an independent contractor and shall have control of its work and the way it is performed. Neither the Parties, their agents, employees, volunteers, nor any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. The Parties shall each be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

IV.
Notice to Parties

- A. Any notice given hereunder by either Party to the other shall be in writing and sent by certified mail, return receipt requested.

- B. Notice to County shall be sent to:
- Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

Notice to District be sent to:

Fort Bend County Emergency Services District No. 9
Attn: Board President
P.O. Box 1329
Needville, Texas 77461

- C. The Parties may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

V.

Insurance

- A. District shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of District, name of insurance company, policy number, term of coverage and limits of coverage. District shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. District shall obtain such insurance written on an Occurrence form from such companies having Bests 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:
- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. District agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. County and the members of Commissioners Court shall be named as additional insured, to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of District shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- F. If required coverage is written on a claims-made basis District warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; 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.

VI.

INDEMNIFICATION

To the extent allowed by law, District agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident

to, concerning or resulting from the negligent or willful act or omissions of the District's agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

VII.
Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

VIII.
Miscellaneous Provisions

- A. This executed instrument is understood and intended to be the final expression of the Parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the Parties relating to the subject matter of this Agreement. 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.
- B. 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, or, as applicable, the District's immunities under the Texas Tort Claims Act.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. The Parties acknowledge that the District's emergency services agency, Needville Fire Department, is an authorized user under the Agreement's fuel program.
- D. The undersigned officer and/or agents of the Parties hereto are the properly authorized officials of the Party presented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The Parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

{EXECUTION PAGE FOLLOWS}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

FORT BEND COUNTY EMERGENCY SERVICES
DISTRICT No. 9


RJ Reiser, Board President

Date

ATTEST:


Barbara Smolik, Secretary