

AGREEMENT

Section 1. Scope of Services

Contractor shall render abatement services to County, including towing and disposal of junked vehicles or parts as directed by Fort Bend County Environmental Health, as described in the Scope of Services attached hereto as Exhibit A, incorporated herein for all purposes.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. When performing Services on County property, Contractor shall comply with, and ensure that all Contractor comply with, all rules, regulations and policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

Section 3. Revenue Sharing Payment

- A. Contractor will pay Fort Bend County twenty-five and 00/100 dollars (\$25.00) per vehicle or per request for pickup of junked vehicle parts.
- B. Contractor shall pay County on a monthly basis for the vehicles picked up. Contractor will make payment in the form of a cashier's check, certified check or money order within 30 days of billing by the County.
- C. Payment to the County will also include the following information:
 - (1) For each abated vehicle: year, make, model and color of vehicle, state and license number and vehicle identification number (VIN), and location and date of tow.
 - (2) Should the vehicle be a pile of parts or pieces with no license plate or VIN available, then the date and location of said must be indicated and under year, make and license the Contractor will indicate PARTS ONLY. A general description of the parts must be provided.

- (3) Contractor must provide the Fort Bend County Environmental Health Department with a copy of the Certification of Dismantling.

Section 4. Term of Agreement and Time of Performance

- A. The time for performance of the Scope of Services by Contractor shall begin on October 1, 2025, and end no later than March 31, 2026. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.
- B. This Agreement shall be renewable annually for four (4) years (through March 31, 2030), under the same terms and conditions if mutually agreed in writing by the Parties.
- C. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.

Section 5. Modifications and Waivers

- A. The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- B. 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.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

- A. Termination for Convenience: Either party may terminate this Agreement at any time upon thirty (30) days written notice of the intent to terminate.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

- b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of five (5) calendar days after receipt of notice from County specifying such breach or failure.
 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6A above.
- C. Upon termination of this Agreement, Contractor shall compensate County in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to or paid by Contractor. County's final invoice for said services will be presented to and paid by Contractor in the same manner set forth in Section 3 above.

Section 7. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor 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:
 1. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. 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.

3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. 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. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- B. 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, including Workers' Compensation, written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes 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 the work under this Agreement is completed.
- D. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 8. Indemnification

- A. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, 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.**

- B. Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- C. Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E. Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this request.
- F. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- G. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- H. Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 9. Independent Contractor

- A. In the performance of work or Services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 10. Notices

- A. 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).
- B. 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:

County: Fort Bend County Environmental Health Department
Attn: Director
4520 Reading Road, Suite A-800
Rosenberg, Texas 77471

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

Contractor: Dybala's Auto Repair Custom
5608 TX-36
Rosenberg, Texas 77471

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 11(A) and 11(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

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.
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.

Section 11. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 12. Performance Warranty

Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 13. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 14. 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. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

Section 15. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 16. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 17. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 18. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 19. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 20. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 21. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 22. Conflict

In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement shall control in all circumstances with regard to the conflict.

Section 23. Entire Agreement


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.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by Fort Bend County.

FORT BEND COUNTY

DYBALA'S AUTO REPAIR CUSTOM

KP George, County Judge



Authorized Agent- Signature

ATTEST:

Chris Dybala

Authorized Agent- Printed Name

Laura Richard, County Clerk

President

Title

Date

10-13-25

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: Scope of Work

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EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF SERVICES

- (1)** Vendor must operate a minimum of one (1) approved and licensed wrecker, fully equipped and specifically designed for towing vehicles, including any and all passenger vehicles, trucks, and other items defined herein.
- (2)** Operate and maintain a licensed vehicle storage facility that complies with requirements of all applicable local, state and federal laws. The storage facility must be capable of storing a minimum of fifteen (15) junk vehicles per month. Storage facility must keep the junked vehicles in a fenced-in area.
- (3)** Services include towing and disposal of junked motor vehicles or junked motor vehicle parts as directed by Fort Bend County acting by and through the Fort Bend County Environmental Health Division. A motor vehicle is generally considered as a vehicle subject to registration under the Certificate of Title Act (Chapter 501, Texas Transportation Code, as amended), and includes trailers and semi-trailers.
- (4)** Each and every vehicle picked up under this contract must be completely dismantled for salvage or scrap materials. Such junked vehicles which have been removed must not be reconstructed or made operable. Such work may be accomplished on the Contractor's premises, subject to all provisions of law, or the vehicle may be delivered to a scrap metal yard by the Contractor.
- (5)** Contractor will be required to execute proper forms, as applicable, relative to each motor vehicle certifying to the Texas Department of Motor Vehicles that each vehicle has been demolished within five (5) calendar days. Copy of each form must be submitted to the Fort Bend County Environmental Department for their records.

- (6)** Contractor is to maintain all licenses and permits required by local, state, or federal statute to provide the services required in this contract.
- (7)** Contractor will be contacted by a representative of the Fort Bend County Environmental Health for any service under this contract. Contractor may not pass on a request to pick up. Most tows will be requested to take place between 8 AM and 5 PM, Monday through Friday. Some calls may take place on Saturdays. Once the Contractor has been contacted the junked vehicle or parts must be removed within twenty-four (24) hours. The date and time must be agreed upon by both parties and Environmental Health must be present to witness the removal of the vehicle(s).
- (8)** All junked vehicles or parts requiring will be within the boundaries of Fort Bend County.
- (9)** Contractor agrees to tow vehicles in a safe responsible manner. Evidence of damage to vehicles ordered abated may be cause for termination of this contract.
- (10)** Contractor must show evidence that they own, lease or have control of property adequately sized for the dismantling of vehicles, or access to proper facility for dismantling. Contractor must also provide evidence that facility is approved by the State for such activity
- (11)** Contractor will pay Fort Bend County on a monthly basis for the vehicles picked up. Contractor will make payment in the form of a cashier's check, certified check or money order within 30 days of billing by the County. Payment to the County will also include the following information.

 - (1) For each abated vehicle: year, make, model and color of vehicle, state and license number and vehicle identification number (VIN), and location and date of tow.

(2) Should the vehicle be a pile of parts or pieces with no license plate or VIN available, then the date and location of said must be indicated and under year, make and license the Contractor will indicate PARTS ONLY. A general description of the parts must be provided.

(3) Contractor must provide Fort Bend County Environmental Health a copy of the Certification of Dismantling.

(4) Any special equipment necessary for the removal of junked vehicles or parts in unusual locations will be the sole financial responsibility of the Contractor.

REVENUE SHARING PAYMENT: Contractor shall pay County twenty-five dollars and no cents (\$25.00) per vehicle or per request for pickup of junked vehicle parts.