

Motion and Resolution:

On motion made and seconded, it is hereby resolved that:

- A. WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local government entities to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and
- B. WHEREAS, College Station Independent School District ("**District**"), and Brazos County, Texas ("**County**") are local government entities, each acting by and through their duly authorized agents (collectively, the "**Parties**"); and
- C. WHEREAS, the District, pursuant to the authority granted under Chapter 791 of the Texas Government Code, desires to enter the Fuel Interlocal Agreement attached hereto as Exhibit A ("**ILA**"), for the purpose of allowing the County to purchase fuel from the District's fuel pumping facility; and
- D. WHEREAS, the District agrees that the ILA will mutually benefit each Party and will further each Party's governmental purpose; and
- E. WHEREAS, the Board of Trustees of the College Station Independent School District ("**Board**") desires to authorize the execution of the ILA by the District, and to authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

NOW, THEREFORE, the Board makes the following resolutions:

- 1. The terms and conditions of the ILA, and any other documents necessary to effectuate the ILA, are found to be acceptable and in the best interest of the District and its citizens, and are hereby in all things approved.
- 2. The Board further resolves that the ILA as approved by this resolution is in conformity with the Texas Government Code.
- 3. The Board further authorizes the execution of the ILA on behalf of the District, and further authorizes the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

Jeff Harris, President, Board of Trustees of the College
Station Independent School District

Date: _____

EXHIBIT A

Fuel Interlocal Agreement Between Brazos County and the College Station Independent School District

[attached]

**FUEL INTERLOCAL AGREEMENT
BETWEEN
BRAZOS COUNTY and COLLEGE STATION ISD**

This **FUEL INTERLOCAL AGREEMENT** ("ILA") is entered into by and between **Brazos County** ("County"), a local governmental entity/ political subdivision of the State of Texas and **College Station Independent School District** ("CSISD"), a local governmental entity/ political subdivision of the State of Texas, collectively referred to as the "Parties".

WHEREAS Chapter 791 of the *Texas Government Code*, also known as the **INTERLOCAL COOPERATION ACT**, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS the County is in need of a source of low-priced fuel for its Law Enforcement Vehicles used in the southern half of Brazos County;

WHEREAS CSISD maintains a fuel pumping facility at 9304 Rock Prairie Road, College Station, Texas 77845;

WHEREAS the County could realize significant savings to the tax payers by purchasing fuel from CSISD at this facility; and

WHEREAS CSISD is willing to sell fuel to the County from the facility and, in the event of an emergency, gain access to County fuel reserves if available.

NOW, THEREFORE, in consideration of the recitals and mutual promises and obligations contained herein, the Parties agree as follows:

1. County Law Enforcement personnel will fuel County vehicles only.
2. County Law Enforcement personnel shall not re-fuel vehicles from 6:00 am through 9:00 am and from 2:00 pm through 5:00 pm, unless an emergency situation dictates otherwise.
3. County will abide by CSISD operating standards when operating the fueling station and electronically controlled gate, including all safety and security measures
4. County will limit their speed on CSISD property to 10 miles per hour or less at all times.
5. CSISD will provide the electronic code to the entrance gate, electronic PINs and key FOBs to the fueling system and monthly billing for actual fuel dispensed.
6. Fuel will be billed to County with no profit or markup, based on the most recent fuel invoice for fuel delivered to CSISD.

7. Invoice for fuel will be sent to County via hard copy or email and County will pay no later than 30 days after receipt. The invoice will be accompanied by a report showing fuel usage by individual PIN and key FOB, as well as a copy of the most recent fuel invoice.
8. In the event CSISD needs fuel due to an emergency, CSISD will contact the County in writing describing the event that caused the need, the amount and types of fuel needed, and how long they will need to be provided with fuel provisions. CSISD will reimburse the County for the fuel received within thirty (30) days after receiving an invoice from the County. Invoice will be sent via hard copy or email. Fuel will be billed to CSISD with no profit or markup, based on the most recent fuel invoice.
9. This ILA does not require the Parties to provide fuel to the other Party if providing the fuel will hinder the providing Party's normal or emergency operations.
10. **Effective Date and Term.** This ILA will become effective upon the date of the last Party to sign ("Effective Date") and shall remain in effect for an initial term of one (1) year. This ILA will automatically renew for successive one year terms. The initial term plus any successive terms shall not exceed a total of three (3) years.
11. **Termination.** This ILA may be terminated for convenience by any party at any time provided thirty (30) days written notice is given to the other Parties.
12. **Amendment.** This ILA may be amended only as agreed upon by the Parties in writing. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.
13. **Independent Contractors.** For the purposes of this ILA and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of any other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties, except as may be explicitly provided for herein or authorized in writing.
14. **Notices.** Any notice required or permitted under this ILA must be in writing. Notice may be given by certified mail, regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Brazos County and CSISD may change their respective notice address by sending each Party a notice of the new address. Notices should be addressed as follows:

BRAZOS COUNTY:

Brazos County
200 South Texas Ave., Suite 3321
Bryan, TX 77845
Email: countyjudge@brazoscountytexas.gov

College Station Independent School District
1812 Welsh
College Station, TX 77845
Email: cealy@csisd.org

- BRAZOS COUNTY**

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

Superintendent Date _____