

**RESERVE FUEL INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COLLEGE STATION, COLLEGE STATION ISD
AND TEXAS A&M UNIVERSITY**

This **RESERVE FUEL INTERLOCAL AGREEMENT** (“ILA”) is entered into by and between the **City of College Station** (“College Station”), a local governmental entity/ political subdivision of the State of Texas, **College Station Independent School District** (“CSISD”), a local governmental entity/ political subdivision of the State of Texas, and **Texas A&M University**, a member of The Texas A&M University System, an agency of the State of Texas (“TAMU”), 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 College Station, CSISD and TAMU have fuel reserves for their respective fleets of vehicles; and

WHEREAS the sources of fuel are vulnerable to forces outside the control of any of the Parties to this ILA; and

WHEREAS these sources and/or fuel reserves could be disrupted and negatively affect the Parties ability to maintain normal or emergency operations; and

WHEREAS College Station, CSISD and TAMU have reserves of fuel that could, for a reasonable period of time, be shared with the other Parties;

WHEREAS College Station, CSISD and TAMU agree this ILA would mutually benefit each Party in a time of need for fuel and would further their governmental purpose.

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by College Station, CSISD, and TAMU to be respectively kept and performed, the Parties agree as follows:

I. Overview and Purpose

The fuel reserves and sources considered under this ILA will be initiated in the event of natural disaster or any other event that hinders the Parties’ ability to maintain normal or emergency fleet operations. College Station, CSISD, and TAMU may regularly investigate and evaluate other mutual opportunities for the betterment of the specific services and products they may jointly provide. College Station, CSISD, and TAMU may join their complementing talents to pursue specific objectives that can best be served by the combined efforts of the three organizations.

II. Mutual Responsibilities

2.1 This ILA does not require the Parties to provide fuel to another Party if providing the fuel will hinder the providing Party's normal or emergency operations.

2.2 In the event a Party needs fuel, the Party in need will contact the other Parties in writing describing the event that caused the need, the amount and types of fuel needed, and how long the Party will need to be provided with fuel provisions.

2.3 The amount of fuel the Parties provide one another may fluctuate depending on the circumstances at the time of the event.

2.4 A Party that receives fuel from another Party pursuant to this ILA will reimburse the cost of fuel to the Party who provides the fuel within thirty (30) days after the providing Party sends an invoice for the fuel provided. The reimbursement cost of the fuel will equal the contract price the providing Party paid for the fuel on the day it was pumped from the providing Party's fuel reserves, without markup.

III. General Provisions

3.1 **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 five (5) years.

3.2 **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.

3.3 **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.

3.4 **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.

3.5 **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. College Station, CSISD, and TAMU can change their respective notice address by sending each Party a notice of the new address. Notices should be addressed as follows:

College Station: City of College Station
 PO Box 9960
 College Station, TX 77845

Attention: Pete Caler
Phone: (979) 764-3639
Fax: (979) 764-3489
Email: pcaler@cstx.gov

CSISD: College Station Independent School District
1812 Welsh
College Station, TX 77845
Attention: Hector Silva
Telephone: (979) 764-5440
Fax: (979) 694-5618
Email: hsilva@csisd.org

TAMU: Texas A&M University
Transportation Services
1250 TAMU
College Station, TX 77843-1250
Attention: Peter Lange
Telephone: (979) 845-9700
Fax: (979) 845-3026
Email: plange@tamu.edu

3.6 **Texas Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue of any legal action or proceeding will be in Brazos County, Texas.

3.7 **Non-Waiver.** The Parties expressly agree that nothing in this ILA will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by law.

3.8 **Hold Harmless.** To the extent permitted by the Constitution and laws of the State of Texas, the Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the services provided under this ILA.

3.9 **Invalid Clauses.** If any clause or provision of this ILA is illegal, invalid, or unenforceable under present or future laws in place on the Effective Date, the Parties intend that the remaining clauses or provisions of this ILA will not be affected and will remain in full force and effect.

3.10 **Prior Agreements.** This ILA represents and constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements either written or oral. Only a written instrument signed by designees of the Parties may amend this Agreement.

3.11 This ILA may be signed in multiple counterparts. Electronic signatures will be accepted as originals.

3.12 The undersigned Parties bind themselves to the faithful performance of this ILA.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

Dean K. Endler
Executive Director, Contract Administration
Date: _____

Name: _____
Title: Mayor
Date: _____

ATTEST:

Name: _____
Title: City Secretary
Date: _____

**COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT**

APPROVED:

Name: _____
Title: _____
Date: _____

Name: _____
Title: City Manager
Date: _____

Name: _____
Title: City Attorney
Date: _____

Name: _____
Title: Chief Financial Officer
Date: _____