

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF ARCOLA**

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through Commissioners' Court ("**County**") and the **City of Arcola**, a municipal corporation of the State of Texas, acting herein by and through their City Council ("**City**")

WHEREAS, **City** desires the **County's** assistance in the refueling of its vehicles; and

WHEREAS, the **County** desires to assist **City** by allowing said vehicles to be fueled in at the Fort Bend County fuel depots located in Arcola, Texas; and,

WHEREAS, the governing body of **City** and **County** have 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, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.

FAIR COMPENSATION

County will provide **City** gasoline and diesel through a system designed to ensure accountability by **City** using receipts and monthly billing for the gasoline and diesel at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline and diesel received by **City**. **City** will pay any invoice within ten (10) days of receipt.

II.

INDEMNIFICATION

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

III.

TERM

- 3.01 The term of this Agreement shall be effective from the date executed by the last party hereto until **September 30, 2016, with automatic one-year renewals** unless terminated earlier by either party by giving at least ten (10) days written notice to the other party. The indemnification provision of Section II shall survive the termination of this Agreement.
- 3.02 **City** further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **City** will be given notice of the reduced amount for **City'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 10 days notice to **City**.

IV.
LIABILITY COVERAGE

4.01 **Commercial General Liability:** City agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

4.02 **Automobile Liability:** City 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.

4.03 **Workers' Compensation and Employer's Liability:** City 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.

4.04 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**.

4.05 **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

V.
MISCELLANEOUS

5.01 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.

5.02 Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

Fort Bend County
Attn: County Judge
301 Jackson, 1st Floor
Richmond, Texas 77469

Notices to **City** shall be delivered to:

City of Arcola
Attn: Mayor
13222 State Highway 6
Arcola, Texas 77583

EXECUTION

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



ATTEST:


City Secretary

By:

CITY OF ARCOLA

Mary Etta Anderson
March 8, 2016

Date:

FORT BEND COUNTY

ATTEST:

By:

Robert E. Hebert, County Judge

Date:

Laura Richard, County Clerk