

FORT BEND COUNTY <sup>2010</sup> FY-2009

17

COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/14/09

Submitted By: Nicole Mehrens, County Attorney's Office

Department: ROAD & BRIDGE

Court Agenda Date: 10/20/09

Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Renewal Fuel Agreements, effective from October 1, 2009 through September 30, 2010 with automatic one-year renewals, between Fort Bend County and City of Sugar Land, Town of Thompsons, Village of Pleak, and Texana Center.

RENEWAL AGREEMENT/APPOINTMENT

YES ☒ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT:

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road &amp; Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-22-09 1 orig. each ret. to Nicole at Co. Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND THE CITY OF SUGAR LAND**

**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 Sugar Land**, 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 depot located in Richmond, Texas; and,

**WHEREAS**, the governing body of **City** has duly authorized this Agreement; and,

**WHEREAS**, the governing body of **County** has 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**

The **County** will provide **City** gasoline through a system designed to ensure accountability by **City** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline 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**

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, 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.

**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**

**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.

**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.

**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.

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**.

**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**

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.

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


**Fort Bend County**  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

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

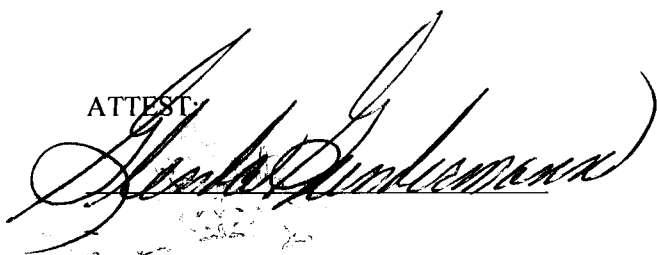
**City of Sugar Land**  
Attn: City Secretary Department  
2700 Town Center Blvd. North  
Sugar Land, Texas 77479

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

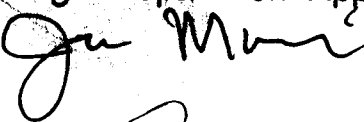
**CITY OF SUGAR LAND**

By:   
Title: City Manager  
Date: 9-7-09


ATTEST:



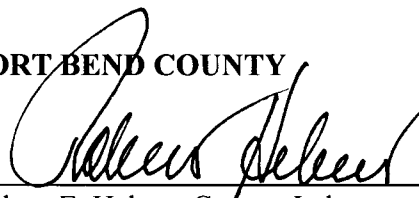
**Legal Department Approval**



ATTEST:

  
Dianne Wilson, County Clerk

**FORT BEND COUNTY**

By:   
Robert E. Hebert, County Judge  
Date: 10-20-09

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE  
TO EXECUTE THE AGREEMENT BETWEEN  
FORT BEND COUNTY AND CITY OF SUGAR LAND**

On this the 20 day of October, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **City of Sugar Land** for the purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.



## Certificate of Coverage

<b>TML-IRP Contract Number:</b> 7115 <b>Member:</b> Sugar Land Ms Norma Martinez Risk Coordinator PO Box 110 Sugar Land, Texas 77487-0110	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
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<b>Certificate Holder:</b> Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attn: County Judge
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This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

<b>General Liability</b> Effective Date: 10/1/2009 Anniversary Date: 10/1/2010 Limits of Liability (Each Occurrence): \$10,000,000 Sudden Events Involving Pollution (Each Occurrence): \$2,000,000 Annual Aggregate: \$10,000,000 Deductible per Occurrence: \$10,000 <b>Law Enforcement Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ <b>Errors and Omissions Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<b>Real &amp; Personal Property</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ <b>Mobile Equipment</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ <b>Boiler &amp; Machinery - Broad Form</b> Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td colspan="2"></td> </tr> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:																				
	Yes	No																													
Mortgagee																															
Loss Payee																															
Loan Number:																															
<b>Auto Liability</b> Effective Date: 10/1/2009 Anniversary Date: 10/1/2010 Limits of Liability (Each Occurrence): \$2,000,000 Deductible per Occurrence: \$10,000 <b>Auto Physical Damage</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Year/Make/Model	VIN	Value																											
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Yes	No																														
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**DESCRIPTION:**  
 Evidence of coverage for Interlocal Agreement between Fort Bend County and City of Sugar Land for the purchase of fuel. Coverage includes Waiver of Subrogation, owned hired and non-owned autos and Employer's Liability

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative

Date Issued

9/29/2009

X102  
10/15/08

#### EMPLOYERS' LIABILITY

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

#### WORKERS' COMPENSATION

Entity Name : Sugar Land  
Entity ID : 7115  
Effective Date: 10/01/2009

While the Fund does not believe that the City or other governmental entity can be held liable for exemplary or punitive damages in a work-related death case and by this endorsement does not waive any defense of governmental immunity to be so asserted; the Fund does agree to defend the Member against such claims and should the highest Court in this state decide that governmental entities such as the employer-member are liable for exemplary or punitive damages in a work-related death case, the Fund will pay all monetary damages the Member shall become legally obligated to pay, but not to exceed \$ 500,000.

STATE OF TEXAS

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COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND THE TOWN OF THOMPSONS**

**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 **Town of Thompsons**, a municipal corporation of the State of Texas, acting herein by and through the Town Council ("**Town**").

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

**WHEREAS**, the **County** desires to assist **Town** by allowing said vehicles to be fueled at the Fort Bend County fuel depot located in Richmond, Texas; and,

**WHEREAS**, the governing body of **Town** has duly authorized this Agreement; and,

**WHEREAS**, the governing body of **County** has 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**

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

**II.**

**INDEMNIFICATION**

**Town** 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 **Town's** activities under this Agreement.

**III.**

**TERM**

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, 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.

**Town** further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **Town** will be given notice of the reduced amount for **Town'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 **Town**.



**IV.**  
**LIABILITY COVERAGE**

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**Automobile Liability:** Town 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.

**Workers' Compensation and Employer's Liability:** Town 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.

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.

**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**

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.

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

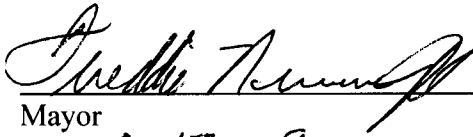
**Fort Bend County**  
301 Jackson, Suite 719  
Arcola, Texas 77469  
Attn: Robert E. Hebert, County Judge

Notices to **Town** shall be delivered to:

**Town of Thompsons**  
P.O. Box 29  
Thompsons, Texas 77481  
Attn: Mayor

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

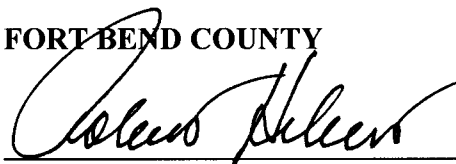
**TOWN OF THOMPSONS**

By:   
Mayor  
Date: 8-17-09


ATTEST:

Mary Ann Manna  
Secretary

**FORT BEND COUNTY**

By:   
Robert E. Hebert, County Judge  
Date: 10-20-09

ATTEST:

  
Dianne Wilson, County Clerk

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE  
TO EXECUTE THE AGREEMENT BETWEEN  
FORT BEND COUNTY AND TOWN OF THOMPSONS**

On this the 20 day of October, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Town of Thompsons** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND THE VILLAGE OF PLEAK**

**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 **Village of Pleak**, a municipal corporation of the State of Texas, acting herein by and through the Village Council ("**Village**").

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

**WHEREAS**, the **County** desires to assist **Village** by allowing said vehicles to be fueled at the Fort Bend County fuel depot located in Richmond, Texas; and,

**WHEREAS**, the governing body of **Village** has duly authorized this Agreement; and,

**WHEREAS**, the governing body of **County** has 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**

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

**II.  
INDEMNIFICATION**

**Village** 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 **Village's** activities under this Agreement.

**III.  
TERM**

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, 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.

**Village** further agrees and understands that if **Village's** fuel supplier(s) ration, limit or reduce **Village's** fuel supply, **Village** will be given notice of the reduced amount for **Village'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 **Village**.

**IV.**  
**LIABILITY COVERAGE**

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

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**V.**  
**MISCELLANEOUS**

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

**Fort Bend County**  
301 Jackson, Suite 719  
Arcola, Texas 77469  
Attn: Robert E. Hebert, County Judge

Notices to **Village** shall be delivered to:

**Village of Pleak**  
6621 FM 2218 South  
Richmond, Texas 77469  
Attn: Mayor

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

**VILLAGE OF PLEAK**

By: Margie Krenels  
Mayor  
Date: 9-16-09

ATTEST:

Ruth Elster  
Secretary

**FORT BEND COUNTY**

By: Robert E. Hebert  
Robert E. Hebert, County Judge  
Date: 10-20-09

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

GDD/nm:Fuel Agr.PLEAK: 1310-Fuel (08/10/09)

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE  
TO EXECUTE THE AGREEMENT BETWEEN  
FORT BEND COUNTY AND VILLAGE OF PLEAK**

On this the 20 day of October, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Village of Pleak** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.



## Certificate of Coverage

<b>TML-IRP Contract Number:</b> 6239	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
<b>Member:</b> Pleak Honorable Margie Krenek Mayor 8621 FM 2218 Rd Richmond, Texas 77469-9075	

**Certificate Holder:**  
Fort Bend County  
309 S 4th St.  
Richmond, TX 77469-3597

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

<b>General Liability</b> Effective Date: 10/1/2009 Anniversary Date: 10/1/2010 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$0 <b>Law Enforcement Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ <b>Errors and Omissions Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ <b>Auto Liability</b> Effective Date: 10/1/2009 Anniversary Date: 10/1/2010 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$0 <b>Auto Physical Damage</b> Effective Date: 10/1/2009 Anniversary Date: 10/1/2010 Limits of Liability: ACV or Agreed Value as scheduled Collision Deductible: \$1,000 Comprehensive Deductible: \$1,000 Yes No Loss Payee: X	<b>Real &amp; Personal Property</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ <b>Mobile Equipment</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ <b>Boiler &amp; Machinery - Broad Form</b> Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____ <table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>1998 Freightliner Fire Truck-Tanker</td> <td>8468</td> <td>ACV</td> </tr> <tr> <td>1980 Chevrolet R30</td> <td>1003</td> <td>ACV</td> </tr> <tr> <td>1988 Spartan</td> <td>5678</td> <td>ACV</td> </tr> <tr> <td>1992 Ford F350 Pickup</td> <td>2578</td> <td>ACV</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> Loan Number: _____		Yes	No	Mortgagee			Loss Payee			Loan Number:			Year/Make/Model	VIN	Value	1998 Freightliner Fire Truck-Tanker	8468	ACV	1980 Chevrolet R30	1003	ACV	1988 Spartan	5678	ACV	1992 Ford F350 Pickup	2578	ACV															
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**DESCRIPTION:**

Evidence of coverage - Interlocal Agreement for Ft Bend County's assistance in refueling the Village of Pleak's firetrucks

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative

Date Issued

9/17/2009

X102  
02/16/06





# Certificate of Coverage

<b>TML-IRP Contract Number:</b> 3279 <b>Member:</b> Pleak Honorable Ward Kinnick Mayor 6821 FM 2216 Rd Richmond, Texas 77469-9012	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool P.O. Box 1,834 Austin, TX 78761-834 (512) 481-4300 or (800) 371-1952 Fax (512) 431-2414
<b>Certificate Holder:</b> Fort Bend County 309 S 4th St Richmond, TX 77469-3511	
This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or any policies, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP coverage contained within TML-IRP and its member(s). Coverage may be terminated or canceled.	
<b>Workers' Compensation:</b> Effective Date: 10/01/09 Limits of Liability: Statutory	<b>Anniversary Date:</b> 10/01/10
<b>DESCRIPTION:</b> Evidence of coverage - Interlocal Agreement of Fort Bend County's and laws to reduce the Village of Pleak's liability	

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no liability of any kind upon TML-IRP.

Authorized Representative

Date Issued

Ward Kinnick

10/06/09

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN  
FORT BEND COUNTY AND TEXANA CENTER**

**THIS AGREEMENT**, made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**", and **TEXANA CENTER**, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended, hereinafter called "**Texana**"

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

**WHEREAS**, the **County** desires to assist **Texana** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

**WHEREAS**, the governing body of **Texana** has duly authorized this Agreement; and

**WHEREAS**, the governing body of **County** has 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**

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

**II.  
INDEMNIFICATION**

**Texana** 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 **Texana's** activities under this Agreement.

**III.  
TERM**

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, 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.

**Texana** further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **Texana** will be given notice of the reduced amount for **Texana'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 **Texana**.

IV.  
**LIABILITY COVERAGE**

**Commercial General Liability:** **Texana** agrees to maintain General Liability Coverage with limits of not less than \$400,000 per occurrence, \$400,000 in aggregate, and to provide the **County** with a certificate reflecting these limits.

**Automobile Liability:** ~~District~~ <sup>TEXANA GP</sup> 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~~ <sup>\$400,000 GP</sup> combined single limit per accident for bodily injury and property damage.

**Workers' Compensation and Employer's Liability:** **Texana** 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.

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**.

**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**

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.

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

**Fort Bend County**  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: Robert E. Hebert, County Judge

Notices to **Texana** shall be delivered to:

**Texana Center**  
4910 Airport  
Rosenberg, Texas 77471  
Attention: Executive Director

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

**TEXANA CENTER**

By: Gray Pat  
Title: CEO  
Date: 8-18-09

**FORT BEND COUNTY**

By: Robert E. Hebert  
Robert E. Hebert, County Judge  
Date: 10-20-09

ATTEST: Dianne Wilson  
Dianne Wilson, County Clerk

GDD/nh: Fuel Agr. Texana: 1310-fuel (08/10/09)

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER**

On this the 20 day of October, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Texana Center** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

**TEXAS COUNCIL RISK MANAGEMENT FUND**  
**DECLARATIONS OF COVERAGE**



Member Name: Texana Center  
 Contract Number: 00013  
 Fund Year: 2009 - 2010

Declarations Effective Date: 09/01/09 12:01 AM  
 Declarations of Coverage Number: 1:09-10

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**A. WORKERS' COMPENSATION**

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Coverage Basis	N/A
Volunteers	N/A
Elected / Appointed Officials	N/A
Piece-Rate Client Workers	N/A
Wage-Earning Client Workers (less than minimum wage)	N/A
Annual Contributions (Estimated)	N/A
Per Claim Deductible	N/A
Annual Aggregate Deductible	N/A
Effective Date	N/A
Expiration Date	N/A
Original Inception Date	N/A

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**B. LIABILITY COVERAGES**

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**Automobile Liability Coverage**

Per Occurrence Limit of Liability	\$ 400,000
Annual Aggregate	N/A
Deductible	\$ 1,000
Annual Contribution	\$ 64,724
Effective Date	09/01/09 12:01 AM
Expiration Date	09/01/10 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Occurrence and Annual Aggregate Limit of Liability in Excess of \$1,000,000	N/A
Additional Contribution	N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

(END-1)

**ENDORSEMENTS**

Non-Owned AL Endorsement

See Endorsement Worksheet

Uninsured/Underinsured Motorists - New Rates Eff 12/31/01

See Endorsement Worksheet

**B. LIABILITY COVERAGES (continued)**Texana Center  
00013**General Liability Coverage**

Per Occurrence Limit of Liability	\$ 400,000	
Annual Aggregate	\$ 400,000	(LB-1)
Deductible	\$ 1,000	
Annual Contribution	\$ 4,770	
Effective Date	09/01/09 12:01 AM	
Expiration Date	09/01/10 12:01 AM	
Original Inception Date	09/01/88 12:01 AM	

Additional Per Occurrence and Annual Aggregate Limit of Liability in Excess of \$1,000,000	N/A
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Additional Contribution	N/A
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Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

**Professional Liability Coverage**

Per Claim Limit of Liability	\$ 1,000,000
Annual Aggregate	\$ 3,000,000
Deductible	\$ 1,000
Annual Contribution	\$ 15,052
Retro Active Date	09/01/1991 12:01 AM
Effective Date	09/01/09 12:01 AM
Expiration Date	09/01/10 12:01 AM
Original Inception Date	9/1/1988

Additional Per Claim and Annual Aggregate Limit of Liability in Excess of \$1,000,000	N/A
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Additional Contribution	N/A
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Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Sexual Misconduct Endorsement

See Endorsement Worksheet

**B. LIABILITY COVERAGES (continued)**Texana Center  
00013**Errors and Omissions Liability Coverage**

Per Claim Limit of Liability \$ 1,000,000  
Annual Aggregate \$ 1,000,000  
Deductible \$ 1,000  
Annual Contribution \$ 38,105  
Retro Active Date 09/01/1988 12:01 AM  
Effective Date 09/01/09 12:01 AM  
Expiration Date 09/01/10 12:01 AM  
Original Inception Date 09/01/88 12:01 AM  
Additional Per Claim and Annual Aggregate Limit of Liability N/A  
in Excess of \$1,000,000  
Additional Contribution N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

**ENDORSEMENTS (END-1)**

Expanded Employment Practices

See Endorsement Worksheet

**C. PROPERTY COVERAGES**

Coverage Basis All Risk (PR-1)  
Valuation Method for Loss Adjustment  
Real and Personal Property Replacement Cost (PR-2)  
Mobile Equipment & Automobile Physical Damage Catastrophe Coverage Actual Cash Value

Blanket Limit Each Occurrence \$23,631,573  
Blanket Per Occurrence Deductible \$ 5,000

Annual Contribution \$ 36,419  
Effective Date 09/01/09 12:01 AM  
Expiration Date 09/01/10 12:01 AM  
Original Inception Date

**ENDORSEMENTS (END-1)**

Boiler &amp; Machinery Endorsement

See Endorsement Worksheet

Flood Exclusion Endorsement

Not Elected



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**D. AUTOMOBILE PHYSICAL DAMAGE COVERAGES**

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Texana Center  
00013

Valuation Method	Actual Cash Value	
Property Coverage	As Scheduled	
Collision Deductible per Vehicle	Varies by vehicle	(APD-1)
Comprehensive Deductible per Vehicle	Varies by vehicle	(APD-1)
Specified Causes Deductible per Vehicle	N/A	(APD-1)
Rental Reimbursement Coverage	No	(APD-1)
Annual Contribution	\$ 54,319	
Effective Date	09/01/09 12:01 AM	
Expiration Date	09/01/10 12:01 AM	
Original Inception Date	12/21/88 12:01 AM	

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**Footnotes**Texana Center  
00013

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END-1 Reference individual endorsement worksheet for additional information.

LB-1 GL Annual Aggregate Applicable to Products, Completed Operations, Contractual and Personal Injury Coverages.

PR-1 Windstorm Coverage – Named Storm Wind:

1. Tier 1 Windstorm: Windstorm coverage is excess of the maximum amount of coverage available from the Texas Windstorm Insurance Association (TWIA) in the 14 eligible counties designated as Tier 1, subject to a \$4,000,000 minimum deductible per occurrence per Location (Total TIV at location).
2. Harris County Windstorm: 2% per occurrence per Location (Total TIV at location) deductible, subject to a \$75,000 minimum deductible per Location (Total TIV at location) shall apply for all locations in Harris County.
3. Location shall mean all properties, regardless as to the number scheduled with the Fund, at the same physical address. Total insured values (TIV) at the location shall mean the sum of all replacement cost values for buildings, contents and property in the yard without regard to the sublimit, at the location.
4. For properties not located in Tier 1 or in Harris County, the member's standard deductible will apply.
5. Named Storm Wind is defined as the direct action of wind, including wind driven rain, storm surge, and flood when associated with or occurring in conjunction with a storm or weather disturbance, which is named, by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority as a numbered catastrophe.

Flood Coverage:

1. A minimum deductible of \$100,000 applies to all locations situated between the 100 year flood zone and 500 year flood zone as designated by the Federal Emergency Management Agency (FEMA).
2. Flood Coverage is excluded for property located in the 100 year flood zone A, zone V and zones prefixed A or V as shown in the most recent documentation published by the Federal Emergency Management Agency (FEMA), or other qualified and recognized authority in the absence of FEMA.
3. For property at locations other than the 100 year flood zones and other than situated between the 100 year flood zone and the 500 year flood zone, the member's standard deductible will apply for flood coverage.
4. The aggregate limit for loss by flood in any single Fund Year shall not exceed \$10,000,000 at all locations not situated within the 100 year flood zone A, zone V, and zones prefixed A or V as shown in the most recent documentation published by the Federal Emergency Management Agency (FEMA), or other qualified and recognized authority in the absence of FEMA.

PR-2 Coverage for buildings is provided on a replacement cost basis unless otherwise noted on the building and contents schedule.

APD-1 Coverages and deductibles may vary by vehicle. The automobile physical damage vehicle schedule should be referenced to determine specific coverages and deductibles on a particular vehicle.