

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

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 Rosenberg**, 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 Richmond, Texas and Rosenberg, 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, 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.
- 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:

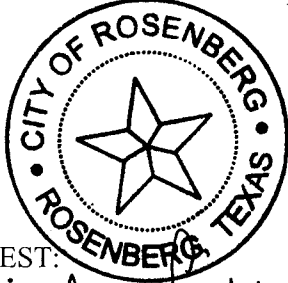
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

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

City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471
Attn: Mayor

VI.
EXECUTION

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



ATTEST:

Linda Cernosek
City Secretary

CITY OF ROSENBERG

By:

Date:

Joe M. Lincey
March 16, 2010

FORT BEND COUNTY

By:

Grady Prestage
Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

MER/MTR/nm: Fuel agr.ROSENBERG: 1310-fuel (02/25/10)

STATE OF TEXAS

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COUNTY OF FORT BEND

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

On this the 23 day of March, 2010, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, 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 Rosenberg** for the purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.