

**FORT BEND COUNTY    FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: May 4, 2010  
 Court Agenda Date: May 11, 2010

Submitted By: Scott Wiegat  
 Department: Road & Bridge  
 Phone Number: 281-238-3607

**SUMMARY OF ITEM:** Approve renewal of Agreement between Fort Bend County and City of Richmond for the purchase of fuel, effective through September 30, 2010 with automatic one-year renewals.

**RENEWAL AGREEMENT/APPOINTMENT**                      YES ☒                      NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**        YES ☒                      NO ☐

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**    YES    ☒                      NO    ☐

**FUNDNG SOURCE:** Accounting Unit:155611100 Account Number: 63800  
 Activity (If Applicable): R&B10-40500

**DESCRIPTION OF LAWSOM ACCOUNT:** Road & Bridge Fuel

**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 X ☐ (✓ 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 type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

5-13-10 orig. ret. to Scott at Roads Bridge

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

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

**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 Richmond**, 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 Richmond**  
402 Morton Street  
Richmond, Texas 77469  
Attn: City Manager

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

**CITY OF RICHMOND**

ATTEST:

Mona Matak  
City Secretary

By: Hilmar G. Moore  
HILMAR G. MOORE, MAYOR  
Date: SEPTEMBER 21, 2009

**FORT BEND COUNTY**

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

By: Robert E. Hebert  
Robert E. Hebert, County Judge  
Date: 5-11-2010

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 RICHMOND**

On this the 11<sup>th</sup> day of May, 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 Richmond** for the purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.