

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

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

**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 Kendleton**, 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, 2013, 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 Kendleton**  
Attn: Mayor  
P.O. Box 809  
Kendleton, Texas 77451

**VI.**  
**EXECUTION**

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

**CITY OF KENDLETON**

ATTEST:

*Veronica Harris*  
City Secretary

By:

Date:

*[Signature]*  
11-13-12

**FORT BEND COUNTY**

ATTEST:

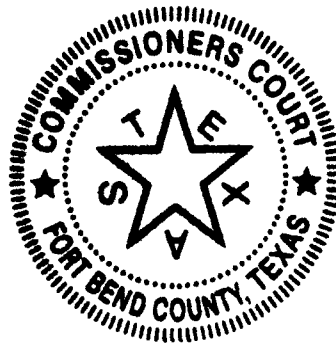
*Dianne Wilson*  
Dianne Wilson, County Clerk

By:

Date:

*[Signature]*  
Robert E. Hebert, County Judge  
12-4-2012

MTR/nm: Fuel agr.KENDLETON: 1310-fuel (10/22/12)





## Certificate of Coverage

<b>TMLIRP Contract Number:</b>	6688
<b>Member:</b>	
Kendleton Ms. Veronica Harris City Secretary PO Box 809 Kendleton, Texas 77451	

<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) 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 Attn: County Judge 301 Jackson, Suite 719 Richmond, TX 77469
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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 TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

<table style="width: 100%;"> <tr> <td style="width: 60%;"><b>General Liability</b></td> <td style="width: 40%;">Effective Date: 10/1/2012 Anniversary Date: 10/1/2013</td> </tr> <tr> <td>Limits of Liability (Each Occurrence):</td> <td>\$1,000,000</td> </tr> <tr> <td>Sudden Events Involving Pollution (Each Occurrence):</td> <td>\$1,000,000</td> </tr> <tr> <td>Annual Aggregate:</td> <td>\$2,000,000</td> </tr> <tr> <td>Deductible per Occurrence:</td> <td>\$0</td> </tr> <tr> <td><b>Law Enforcement Liability</b></td> <td>Effective Date: _____ Anniversary Date: _____</td> </tr> <tr> <td>Limits of Liability (Each Occurrence):</td> <td>_____</td> </tr> <tr> <td>Annual Aggregate:</td> <td>_____</td> </tr> <tr> <td>Deductible per Occurrence:</td> <td>_____</td> </tr> <tr> <td><b>Errors and Omissions Liability</b></td> <td>Effective Date: _____ Anniversary Date: _____</td> </tr> <tr> <td>Limits of Liability (Each Wrongful Act):</td> <td>_____</td> </tr> <tr> <td>Annual Aggregate:</td> <td>_____</td> </tr> <tr> <td>Deductible per Occurrence:</td> <td>_____</td> </tr> </table>	<b>General Liability</b>	Effective Date: 10/1/2012 Anniversary Date: 10/1/2013	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:	_____	<table style="width: 100%;"> <tr> <td style="width: 60%;"><b>Real &amp; 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**DESCRIPTION:**  
 Evidence of coverage with regard to Interlocal Agreement (Fuel Agreement) between Fort Bend County and City of Kendleton. Waiver of subrogation included.

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP 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 TMLIRP.

Authorized Representative 	Date Issued 11/21/2012
	X102 10/15/08

INDEMNIFICATION UNDER CONTRACT

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

- ☒ **GENERAL LIABILITY**
- ☒ **AUTOMOBILE LIABILITY**
- ☐ **LAW ENFORCEMENT LIABILITY**
- ☐ **AIRPORT (GENERAL LIABILITY  
HAZARDS) PREMISES LIABILITY**

Entity Name : Kendleton  
Entity ID : 6688  
Effective Date : 10/1/12

It is agreed that coverage is provided for the liability assumed by the **Fund Member** to indemnify the person or organization named below under a contract between such person or organization and the **Fund Member**, but such coverage shall not exceed the limits of coverage set forth in the **Declarations**.

Person or Organization : Fort Bend County  
Address : 301 Jackson, Suite 719  
City, State & Zip Code : Richmond, TX 77469

**Description**

Interlocal Agreement (Fuel Agreement) between Fort Bend County and City of Kendleton.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL



## Certificate of Coverage

<b>TMLIRP Contract Number:</b> 6688	
<b>Member:</b> Kendleton Ms Alice Hoffman City Secretary PO Box 809 Kendleton, Texas 77451	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
<b>Certificate Holder:</b> Fort Bend County Attn: County Judge 301 Jackson, Suite 719 Richmond, TX 77469	
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 TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.	
<b>Workers' Compensation</b> Effective Date: <u>10/1/2012</u> Anniversary Date: <u>10/1/2013</u> Limits of Liability: <u>Statutory</u>	
<b>DESCRIPTION:</b> Evidence of coverage with regard to Interlocal Agreement (Fuel Agreement) between Fort Bend County and City of Kendleton.	

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP 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 TMLIRP.

Authorized Representative

Date Issued

11/1/2012

## 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 :Kendleton  
Entity ID :6688  
Effective Date :10/1/12

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.