

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MISSOURI CITY AND FORT BEND COUNTY**

This Agreement is entered into between the City of Missouri City (“City”), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the County of Fort Bend (“County”), acting by and through its governing body, the Commissioners Court.

In consideration of the mutual covenants in this Agreement, the participating local governments (“Parties”), authorized by appropriate actions of their governing bodies, hereby agrees as follows:

**SECTION I
PURPOSE**

The purpose of this Agreement is to allow Fort Bend County Sheriff’s Office (“FBCSO”) deputies who will be stationed at the Missouri City Police Department (“MCPD”) Mini-Station, located at 1703 Texas Parkway, Missouri City, Texas, to use the City’s Fleet Maintenance fuel island (“Fuel Island”) to fill up their patrol units without having to return to the County for fuel.

**SECTION II
DUTIES & RESPONSIBILITIES OF THE CITY**

1. The City will allow FBCSO deputies who will be stationed at MCPD Mini-Station to use the fuel island to fill up their patrol units. The City reserves the right to temporarily suspend, ration, limit or reduce County’s fuel supply or access to the fuel island at the City’s sole discretion.
2. The City will assign each FBCSO deputy with a passcode to access the fuel island.
3. The City will bill the County for the amount of fuel purchased by FBCSO deputies at the end of each month.
4. The City will charge the County the actual cost of fuel paid by the City to its contractor plus two cents (\$0.02) per gallon markup to cover the City’s operating and administrative costs.

**SECTION III
DUTIES & RESPONSIBILITIES OF THE COUNTY**

1. The County will provide the names and employee numbers of deputies who will station at MCPD Mini-Station and will use the fuel island.
2. The County will pay the City for the amount of fuel purchased by FBCSO deputies, to be specified within an invoice generated by the City, within ten (10) days of receipt.

**SECTION IV
INSURANCE AND LIABILITY**

1. County agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.
2. County 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.
3. County 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. City of Missouri City, its elected and appointed officials, employees and agents shall be named as additional insureds to required coverage, except for Workers' Compensation, for damages directly related to the activities of County under this Agreement. 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 City. Any termination of coverage shall result in immediate termination of this Agreement. Policies shall provide waiver of subrogation in favor of the City.
5. **COVERAGE SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY OF MISSOURI CITY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**
6. By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the state of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

**SECTION V
INDEMNIFICATION**

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

**SECTION VI
NO PARTNERSHIP**

It is agreed that nothing herein contained is intended nor should be construed as creating or establishing a relationship of co-partners or partnership between the parties, or as creating

or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

SECTION VII SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION VIII ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION IX COMPLIANCE WITH LAWS AND REGULATIONS

1. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
2. Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery of written notice to the other party.

SECTION X TERM

It is expressly understood and agreed that this Agreement is and will be effective for an initial term of one (1) year from the date signed by the last party hereto and will automatically renew annually, for up to a total of five (5) additional terms, unless one of the participating parties provides a written notice of termination to the other party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION XI
NOTICES**

Notice to the County shall be sent to:

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

With a copy to:

Fort Bend County Sheriff's Office
Attention: Sheriff
1410 Williams Way Blvd.
Richmond, Texas 77469

Notice to the City shall be sent to:

City of Missouri City
Attention: City Manager
1522 Texas Parkway
Missouri City, Texas 77459

With a copy to:

Missouri City Police Department
Attention: Chief
1522 Texas Parkway
Missouri City, Texas 77459

**SECTION XII
CURRENT REVENUE**

Each party understands and agrees that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

**SECTION XIII
INTERLOCAL COOPERATION ACT**

The Parties agree that activities contemplated by this Agreement are "governmental functions and services" and that the Parties are "local governments" as that term is defined in the Interlocal Cooperation Act. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

**SECTION XIV
AUTHORIZATION**

The undersigned officers are properly authorized to execute this Agreement on behalf of the parties hereto, and each hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

IN TESTIMONY OF WHICH, this Agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follows:

CITY OF MISSOURI CITY, TEXAS:

Allen Owen

Allen Owen, Mayor

2.18.2013

Date

FORT BEND COUNTY, TEXAS:

Robert E. Hebert

Robert E. Hebert, County Judge

2-5-2013

Date

APPROVED BY:

Joel Fitzgerald

Joel Fitzgerald, Chief of Police
Missouri City Police Department

2.14.13

Date

Troy Nehls

Troy Nehls, Sheriff
Fort Bend County Sheriff's Office

1-28-13

Date

ATTEST:

Maria Gonzalez

Maria Gonzalez, City Secretary

2.18.2013

Date

Diane Wilson

Diane Wilson, County Clerk

2-5-13

Date

APPROVED AS TO FORM:

Caroline Kelley

Caroline Kelley, City Attorney

2.18.2013

Date

Roy Cordes

Roy Cordes, County Attorney

1-29-13

Date

County Attorney

