

**INTERLOCAL FUEL-SHARING AGREEMENT
BETWEEN JOHNSON COUNTY, INDIANA
AND THE CITY OF FRANKLIN, INDIANA**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between Johnson County, Indiana, by its Board of Commissioners (the "County") and the City of Franklin, Indiana, by its Board of Public Works and Safety (the "City").

Whereas, the City and the County are each authorized to own, operate and maintain motor vehicles in furtherance of their respective public purposes.

Whereas, the County operates and maintains a fueling facility on Hospital Road in the City of Franklin.

Whereas, the County and the City have determined that it is mutually beneficial to fuel both County and City motor vehicles at the County's Hospital Road facility.

NOW, THEREFORE, in exchange for valuable consideration, the receipt and legal sufficiency of which is mutually acknowledged, the parties agree as follows:

1. **Fueling Facilities.** The County shall operate and maintain its Hospital Road fueling facilities for the mutual benefit of the County and the City. The County will allow the City reasonable access at all hours for the purpose of fueling City vehicles.
2. **Fuel Price.** The County will charge the City Five Cents (\$0.05) per gallon over the actual cost of the fuel, including all other actual costs, in order to defray the County's administrative and maintenance costs.
3. **Fuel-Management System.** The City shall share costs for updating and/or upgrading the County's fuel-management system by paying fifty per cent (50%) of such costs not to exceed ten thousand dollars (\$10,000.00) during the term of this Agreement.
4. **Fueling Times.** The parties will work together to provide the City reasonable access to the fueling facilities and to minimize interference with the normal operations of both the City and the County.

5. **Bid for Fuel.** County bids for fuel will include estimated quantities of fuel for both City and the County. The City will provide the County with data necessary for these estimates on request. The County shall not be liable to City for additional fuel costs, if any, incurred by City in the event the County's fuel supply is temporarily depleted.
6. **Billing.** The County will provide the City with an itemized billing showing the amounts of fuel provided to the City. The City shall pay the County within thirty (30) days of receiving the bill for the prior month.
7. **Insurance.** Upon execution of this Agreement, the parties will provide each other with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor. The liability coverage shall include the other party as an Additional Insured using ISO Form CG 20 26 (07/04) or its equivalent coverage and the automobile coverage shall include the other party as an Additional Insured using ISO Form CA 2048 (2/99) or its equivalent.

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the additional insured entity at least thirty (30) days' prior written notice of cancellation and termination of the other party's insurance coverage.

The coverage limits shall not be less than the following:

- a. Commercial General Liability Insurance:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
- b. Workers' Compensation and Employers' Liability Insurance:
 - i. \$1,000,000 Bodily Injury by Accident (Ea Acc)
 - ii. \$1,000,000 Bodily Injury by Disease (Ea Emp)
 - iii. \$1,000,000 Bodily Injury by Accident (Cov Limit)
- c. Automobile Liability Insurance:
 - i. \$1,000,000 Combined Single Limit
- d. Commercial Umbrella Liability:

- i. \$2,000,000 Each Occurrence
- ii. \$2,000,000 Aggregate

8. **Indemnification.** Each party agrees to indemnify and hold harmless the other party hereto, and its directors, officers, agents, and employees of and from any claims, damages, or expenses, including reasonable attorney fees, arising or alleged to arise in connection with this Agreement, and related documents, the performance or nonperformance of this Agreement, if such claim, damage, or expense is caused or alleged to be caused by the negligence, breach of contract or warranty, or any other breach of duty by such party.

Neither party shall be entitled to indemnification hereunder from liability arising out of its own breach of any provision of this Agreement.

9. **Termination.** Either party may terminate this Agreement for any reason by providing the other party with one hundred eighty (180) days advance written notice.

10. **Effective Date and Duration.** This Agreement shall be effective on the date written above, and unless terminated earlier as indicated above, the term of this Agreement shall be ten (10) years from such date.

11. **Authority.** The parties hereto each represent that they now possess the lawful authority to enter into this Agreement.

12. **Merger.** This agreement constitutes the entire agreement of the parties regarding the subject matter hereof. This agreement may only be modified in writing, signed by authorized representatives of the County and the City.

13. **Records.** The parties will each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors and

any persons duly authorized by the parties shall have access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party of this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

14. **Independence.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
15. **Governing Law.** The parties agree that the laws of the State of Indiana apply to govern this Agreement, and that preferred venue is Johnson County, Indiana.
16. **Assignment.** The benefits and obligations provided under this Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
17. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.
18. **Severability.** If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Delegation of Duty.** Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Johnson County Treasurer.

Agreed:

Johnson County, Indiana by its
Board of Commissioners

By: _____
John L. Price, President

By: _____
Troy A. DeHart, Commissioner

By: _____
Thomas A. Kite, Commissioner

Attest: _____
Janice D. Richhart, Johnson County Auditor

City of Franklin, Indiana by its
Board of Public Works

By: _____
Mayor Fred L. Paris, Chairman

By: _____
Joseph R. Ault, Member

By: _____
Dan Murray, Member

Attest: _____
Janet Alexander, City of Franklin Clerk-Treasurer