

FORT BEND COUNTY FY 2009 DRAINAGE DISTRICT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: October 5, 2009 Submitted By: Mark Vogler
Court Agenda Date: October 13, 2009 Department: Drainage District
Phone Number: 281/342-2863

SUMMARY OF ITEM:

Take all appropriate action to approve a Cost-Sharing Interlocal Agreement between Fort Bend County Drainage District and City of Richmond for a Rabbs Bayou drainage study, within Fort Bend County Precinct One.

RENEWAL AGREEMENT/APPOINTMENT YES [] NO [X]
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES [X] NO []

List Supporting Documents Attached: Interlocal Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES [] NO [X]

FUNDNG SOURCE: Accounting Unit: 160620100 Account Number: 63000
Activity (If Applicable): DRAINAGE, 40155

DESCRIPTION OF LAWSON ACCOUNT:

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 [] (check when completed)
If by E-Mail to 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:
[] Auditor (281-341-3774) [] Comm. Pct. 1 (281-342-0587)
[] Budget Officer (281-344-3954) [] Comm. Pct. 2 (281-403-8009)
[] Facilities/Planning (281-633-7022) [] Comm. Pct. 3 (281-242-9060)
[] Purchasing Agent (281-341-8642) [] Comm. Pct. 4 (281-980-9077)
[] Information Technology (281-341-4526) [] County Clerk (281-341-8697)
[] Other: [] County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to approve a Cost-Sharing Interlocal Agreement between Fort Bend County Drainage District and City of Richmond for a Rabbs Bayou drainage study, within Fort Bend County Precinct One.

Special Handling Requested (specify): Return to Rose Ann Vargas, Drainage District after recording.

10-20-09 2 origis. ret. to Rose Ann at Drainage

THE STATE OF TEXAS
COUNTY OF FORT BEND

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COST-SHARING INTERLOCAL AGREEMENT
BETWEEN THE FORT BEND COUNTY DRAINAGE DISTRICT
AND THE CITY OF RICHMOND

This Cost-Sharing Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the TEXAS GOVERNMENT CODE, between the Fort Bend County Drainage District, ("District") a body corporate and politic, acting by and through its Board of Directors and The City of Richmond, Texas, ("City.")

RECITALS

WHEREAS, City and District desire to cooperate to conduct a drainage study of Rabbs Bayou located in Fort Bend County, Texas, to facilitate the preliminary design of off-site detention facilities that will be of benefit to the residents of City and District and serves a public purpose ("the Project;") and,

WHEREAS, the governing body of City and District have duly authorized this agreement.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein District and City hereby agree as follows:

SECTION I
SCOPE OF AGREEMENT

- 1.01 City and District desire engage a consultant to provide the services described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 District and City agree to complete the services called for in Section 2.01 within ninety (90) calendar days from the date of this Agreement.

SECTION II
COST SHARING

- 2.01 City shall provide Project coordination and administration through the City Engineer and shall contribute to the cost of the drainage study by providing funding in an amount not to exceed \$10,000.00. City shall also contract directly with a consultant to provide the services described in Exhibit A.
- 2.02 District shall provide an updated study of Rabbs Bayou as described in Exhibit A and shall contribute to the cost of the drainage study by providing funding in an amount not to exceed \$15,000.00.
- 2.03 District shall provide funding to City upon thirty (30) days written request from City, only after City has entered into a agreement with a consultant to provide the services.

SECTION III.
TERM

The terms of this Agreement shall commence upon execution of this Agreement by both parties and shall terminate on September 30, 2010, or upon completion of the Project, whichever occurs first.

The indemnification provision of Section II shall survive the termination of this Agreement. Either party may terminate, with or without cause, by giving at least ten (10) days written notice to the other party.

SECTION IV.
APPLICABLE LAWS

District and City agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

SECTION V.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

SECTION VI.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and/or state law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

SECTION VII.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To District: Fort Bend County Drainage District
 Mark Vogler
 1004 Blume Road
 Rosenberg, Texas 77469

To City: City of Richmond
 Attn: City Manager
 402 Morton Street
 Richmond, Texas 77469

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

SECTION VIII.
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

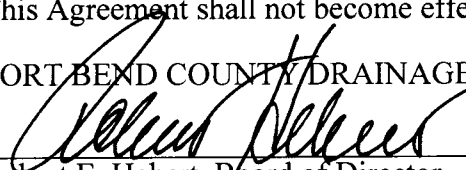
SECTION IX.
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

SECTION X
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

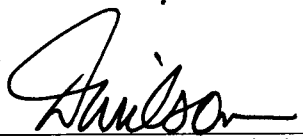
FORT BEND COUNTY DRAINAGE DISTRICT:



Robert E. Hebert, Board of Director

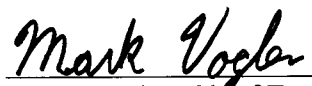
10/13/09

Date

Attest: 

Dianne Wilson, County Clerk

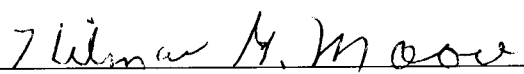
APPROVED:

By: 

Mark Vogler, Chief Engineer

10/15/09


CITY OF RICHMOND



Mayor

10/15/09

Date

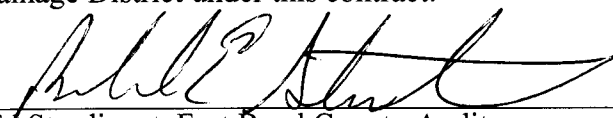
Attest: 

City Secretary

I:\MER\Interlocal\Richmond Rabbs Bayou.3886.09102009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$15,000.00 to accomplish and pay the obligation of the Fort Bend County Drainage District under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Project Scope for Rabbs Bayou Drainage Study Partial Update

EXHIBIT A

Project Scope for Rabbs Bayou Drainage Study Partial Update

Fort Bend County desires to locate required detention from the Justice Center site and Williams Way in an off-site detention facility located downstream on Rabbs Bayou. Additionally, the City of Richmond desires to update the hydrologic and hydraulic modeling for Rabbs Bayou to reflect existing conditions and future conditions with proposed improvements between Golfview and Hillcrest. In order to facilitate the preliminary design of proposed off-site detention facilities while maintaining capacity for overall watershed drainage, the City of Richmond proposes to cooperate with Fort Bend County to accomplish the following scope of work:

Scope of Services:

1. Convert the existing HEC-1 model for Rabbs Bayou watershed into HEC-HMS model.
2. Modify the subbasin containing the project location based on the latest LiDAR topographic data and available storm sewer drainage area information from the City Engineer.
3. Revise the HEC-HMS (from HEC-1) model based on revised subbasin delineations and existing conditions watershed parameters.
4. Determine existing conditions peak flows and hydrographs using the revised HEC-HMS model (existing conditions HEC-HMS model).
5. Modify the existing conditions HEC-HMS model to reflect the proposed FBC 40 acre Tract, the Ransom Road Improvements, the proposed Lamar Drive flow redirection to the WCJC detention basin and ultimate developed conditions.
6. Determine proposed conditions peak flows and hydrographs using the proposed conditions HEC-HMS model.
7. Determine potential drainage impacts by comparing existing and proposed conditions peak flows.
8. Evaluate alternative mitigation measures (channel improvements and detention basins) with HEC-HMS and HEC-RAS modeling analysis.
9. Determine capacity allocation for the City of Richmond (ultimate conditions) and for Fort Bend County for the Justice Center and Ransom Road.
10. Prepare a technical report.

Cost Sharing:

The City of Richmond's portion of the project will include project coordination by the City Engineer as well as a portion of the Drainage Study totally and estimated \$8,000 to \$10,000. Fort Bend County's portion of the project will include providing an updated survey of the Rabbs Bayou cross sections in the vicinity of the proposed Del Webb development, Fort Bend Country Club upstream to Golfview Drive and a portion of the Drainage Study. Fort Bend County's portion of the Drainage Study will be \$15,000.