

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted:	07/01/2009	Submitted By: Mary Reveles
Court Agenda Date:	07/07/2009	Department: County Attorney
		Phone Number: 341-4554

SUMMARY OF ITEM:

ENGINEERING:

AGENDA ITEM

Take all appropriate on the interlocal agreement between Fort Bend County and the City of Meadows Place for improvements to Kirkwood Road in an amount not-to-exceed \$1,500,000, Mobility Bond Project No. 706. (Fund 2007 Mobility Bond Projects).

Take all appropriate on the interlocal agreement between Fort Bend County and the City of Meadows Place for improvements to West Airport in an amount not-to-exceed \$2,385,000, Mobility Bond Project No. 706. (Fund 2007 Mobility Bond Projects).

FINANCIAL SUMMARY: BUDGETED ITEM: YES NO N/A

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Fund 2007 Mobility Bond Projects

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 (✓ 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:

<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 checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Engineering	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): 7-23-09 1 orig. each ret. to Paullette at Engineering

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

II.
COUNTY RIGHTS AND OBLIGATIONS

- A. County's sole obligation is to provide the funding to City as specified in this Section. Upon written request for payment from City and subject to Section II.C. below, County agrees to pay City \$1,500,000 for construction of the Project.
- B. County is not obligated to expend any further funds on the Project.
- C. County will forward the amount as detailed in paragraph II.A. above upon completion of the final design of the Project. City will forward to the County a request for payment that includes sufficient detail for County to determine whether the final Project design has been completed. County will forward payment to City within 30 days of receipt of the request and approval of design from City.
- D. Upon completion of the Project, but not later than 30 days after completion, City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

III.
CITY OBLIGATIONS

- A. City is responsible for managing the design and overseeing the construction and completion of the Project in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, if any, and all other applicable state and federal laws.
- B. Any funding required for the Project in excess of the amount of County's contribution as set forth in Section II shall be the sole responsibility of the City.
- C. In the event City determines the Project lacks feasibility or for any other reason elects to forego its construction, City shall refund all amounts provided by County upon thirty (30) days written notice to City.
- D. City shall submit quarterly reports to County describing in sufficient detail the progress of the Projects.

- E. City will submit the plans for the Project to the County Engineer for review in accordance with the 2007 General Obligation Bond requirements for the Project. During the work on the Project, County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Projects and may inspect the work in progress, provided that it does not interfere with the work.
- F. Upon completion of the Project, but no later than 30 days after, the City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Projects as constructed.
- G. If, after completion of the Project and the City's receipt of the funds as stated in Section II, there are funds remaining and/or savings for the Project, such funds shall be refunded to the County within thirty (30) days from the date the full accounting provided to the County as required in Section III(F) above.

IV.
USE OF COUNTY RIGHT-OF-WAY

County authorizes City to use County-owned right-of-way, if any, upon which the Project is to be constructed and County-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

V.
MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

VI.
LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, City has been advised by County, and City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the amount \$1,500,000 specifically allocated to fully discharge any and all liabilities that may be incurred by County for the Project.

B. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that City may become entitled to hereunder and the total maximum amount that County will provide to City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount \$1,500,000.

VII.
ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

VIII.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

IX.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Meadows Place
1 Troyan Drive
Meadows Place, TX 77477
(281) 983-2950
(281) 983-2940
Attention: Mayor Jessup

Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier

X.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

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XI.
EXECUTION

This Agreement has been executed by City and County upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

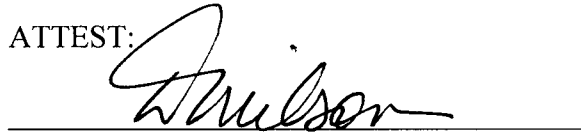
FORT BEND COUNTY, TEXAS



Robert Hebert, Fort Bend County Judge

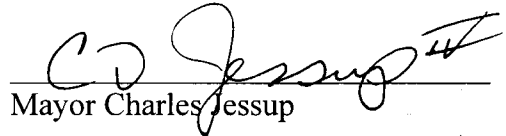
Date July 7, 2009

ATTEST:



Dianne Wilson, Fort Bend County Clerk

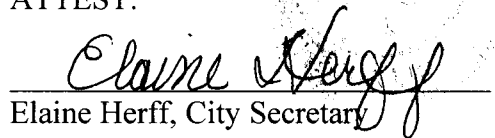
CITY OF MEADOWS PLACE



Mayor Charles Jessup

Date: 6-23-2009

ATTEST:

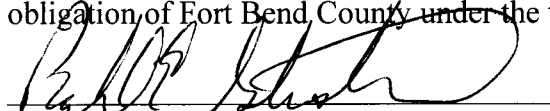


Elaine Herff, City Secretary

I:MER/Interlocals/Meadows Place.West Airport.3791-706(06182009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,500,000 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.



Robert Ed Sturdivant,
Fort Bend County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

INTERLOCAL AGREEMENT
FOR WEST AIRPORT IMPROVEMENTS

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (hereinafter referred to as “County”) and the City of Meadows Place, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (hereinafter referred to as “City.”)

RECITALS

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities (“Mobility Projects”) that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements, intersection improvements and signalization enhancements for West Airport from US 59 to Kirkwood (the Project); and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

II.
COUNTY RIGHTS AND OBLIGATIONS

A. County's sole obligation is to provide the funding to City as specified in this Section. Upon written request for payment from City and subject to Section II.C. below, County agrees to pay City an amount equal to the *lesser* of the following:

- (1) Seventy-Two (72%) of the total Project cost; or**
- (2) \$2,385,000**

B. County is not obligated to expend any further funds on the Project.

C. County will forward the lesser amount as detailed in paragraph II.A. above upon completion of the final design of the Project. City will forward to the County a request for payment that includes sufficient detail for County to determine whether the final Project design has been completed. County will forward payment to City within 30 days of receipt of the request and approval of design from City.

D. Upon completion of the Project, but not later than 30 days after completion, City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

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C. In the event City determines the Project lacks feasibility or for any other reason elects to forego its construction, City shall refund all amounts provided by County upon thirty (30) days written notice to City.

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V.
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VI.
LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, City has been advised by County, and City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the amount of Seventy-Two Percent (72%) of the total Project cost or \$2,385,000, **WHICHEVER AMOUNT IS LESS**, specifically allocated to fully discharge any and all liabilities that may be incurred by County for the Project.

B. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that City may become entitled to hereunder and the total maximum amount that County will provide to City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount of Seventy-Two Percent (72%) of the total Project cost or \$2,385,000, **WHICHEVER AMOUNT IS LESS**.

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Attention: Mayor Jessup

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P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier

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FORT BEND COUNTY, TEXAS



Robert Hebert, Fort Bend County Judge

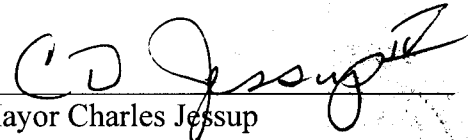
Date July 7, 2009

ATTEST:



Dianne Wilson, Fort Bend County Clerk

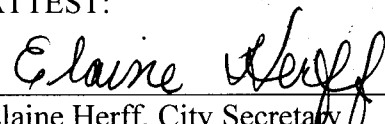
CITY OF MEADOWS PLACE



Mayor Charles Jessup

Date: 6-29-2009

ATTEST:

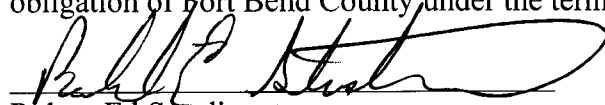


Elaine Herff, City Secretary

I:MER/Interlocals/Meadows Place.West Airport.3791-706(06182009)

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Robert Ed Sturdivant,
Fort Bend County Auditor