

AGENDA ITEM

8 A, B

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: 07/15/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 07/21/09	Department: COMMISSIONER, PCT. 1
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Interlocal Project Agreement between Fort Bend County and City of Rosenberg to provide assistance with construction of an asphalt road surface with open ditches in Seabourne Creek Park, a city-owned park.

Approve Interlocal Project Agreement between Fort Bend County and Richmond State School to provide assistance with excavating roadside ditches to improve drainage on school property.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____

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 (✓ 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 checked="" 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 checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road & Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

7-21-09 orig. ret. to Nicole at CO. Attorney ✓



March 04, 2009

Richard Morrison, Commissioner
 Fort Bend County Precinct 1
 1517 Ransom Road, Suite 300
 Richmond, Texas 77469

[Handwritten signature]
 3/12/09

RE: Seabourne Creek Park Access Road

Dear Commissioner Morrison,

As we discussed, the City of Rosenberg will be starting the construction of a regional sports complex at Seabourne Creek Park. The new facilities will serve the citizens of Rosenberg and west Fort Bend County.

One element of the construction will be a public road connecting the U.S. Highway 59 Frontage Road to the new facilities at Seabourne Creek Park. The City of Rosenberg requests assistance from Fort Bend County Road and Bridge to construct a section of this new road. The construction plans have been prepared for an asphalt road surface with open ditches.

In accordance with the current Interlocal Agreement between Fort Bend County and the City of Rosenberg, the City will pay the costs for all construction materials. The Fort Bend County Road and Bridge Department will provide the equipment and personnel to complete the construction.

If Fort Bend County approves this request for assistance, the construction work will need to be scheduled in September or before October 16, 2009. The City Engineer, Charles Kalkomey, will be the contact for the City and will coordinate with Fort Bend County Road and Bridge.

I have attached a copy of the Master Plan for Seabourne Creek Park. Thank you for your assistance and support on this project.

Sincerely,

[Handwritten signature of Jack S. Hamlett]

Jack S. Hamlett
 City Manager

JSH/kes

- xc: Honorable Mayor and City Council
- Bob Schmidt, O'Malley Engineers, L.L.P.
- Charles A. Kalkomey, P.E., City Engineer
- Kenneth Jansky, Public Works Director
- Darren McCarthy, Parks and Recreation Director
- File/Correspondence
- File/Fort Bend County
- File/Seabourne Creek Park

attach: Seabourne Creek Park Master Plan

15

RECEIVED
JUL - 1 2009
ROAD & BRIDGE



June 29, 2009

Marc Grant
Fort Bend County Road Commissioner
Fort Bend County Road and Bridge
P.O. Box 148
Richmond, Texas 77459

*Refer to letter
we rec'd March 12
of 2009
JWB*

RECEIVED
JUL - 1 2009
ROAD & BRIDGE

Re: Seabourne Creek Park Road Construction

Dear Mr. Grant,

Previously, Fort Bend County approved a request by the City of Rosenberg for assistance on construction of the public road to Seabourne Creek Park. Fort Bend County Road and Bridge were to provide equipment and personnel to complete the construction and the City of Rosenberg would pay the costs for materials.

We talked about scheduling the work in September or October 2009. Is this schedule still good for your crews?

Does the City need to take any other steps such as an Interlocal Agreement? Please let me know so that I can complete any necessary steps before September 2009.

Thank you for your continuing assistance to the City of Rosenberg and its citizens.

Sincerely,

Jack S. Hamlett
Jack S. Hamlett
City Manager

JSH/kos

- cc: Robert Hebert, Fort Bend County Judge
- Richard Morrison, Fort Bend County Commissioner, Precinct 1
- Jim M. Gandy, Mayor
- Charles A. Kalkomay, P.E., City Engineer
- Kenneth Jansky, Public Works Director
- File/Correspondence
- File/Fort Bend Drainage District
- File/Seabourne Creek Park Project

Seabourne Creek Park Road - Construction - P.O. Box 148 - Seabourne Creek Park Road - 281-342-0587

OFFICE OF THE CITY MANAGER
2110 FOURTH STREET * P.O. BOX 32 * ROSENBERG, TX 77471-0032 * 832-695-3310 * FAX 832-695-3311
E-Mail: jackh@ci.rosenberg.tx.us

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II. PURPOSE

The purpose of this Project is to provide assistance with construction of a roadway at Seabourne Creek Park.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with construction of an asphalt road surface with open ditches in a city park, ("Project").

V. PROJECT LOCATION

The location for the Project is Seabourne Creek Park, which is owned by the City of Rosenberg, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 639 equipment hours at \$35.00 per hour, up to 711 man hours of labor at \$15.00 per hour, up to \$0.00 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$33,030.00**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the

Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

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

If to City of Rosenberg:

City of Rosenberg
2110 Fourth Street
Rosenberg, Texas 77471
Attn: City Manager

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

FORT BEND COUNTY:

Robert Hebert

Robert Hebert, Fort Bend County Judge

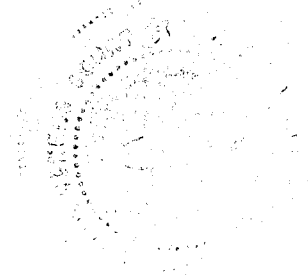
July 21, 2009

Date

Attest:

Dianne Wilson

Dianne Wilson, Fort Bend County Clerk



CITY OF ROSENBERG:

Jack S. Hamlett

City Manager

7/13/09

Date

Attest:

Linda Mosek

City Secretary

REVIEWED:

Marc Grant

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$33,030.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant

Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE INTERLOCAL PROJECT AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF ROSENBERG**

On this the 21 day of July, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morrison,
Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Rosenberg for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.



RECEIVED
APR 29 2009
ROAD & BRIDGE

COMMISSIONER
Adelaide Horn

04/28/09

Commissioner Richard Morrison
301 Jackson St.
Richmond, Texas 77469

[Handwritten signature]
4/28/9

Dear Commissioner Morrison,

Richmond State School respectfully requests assistance from Fort Bend County Road and Bridge Department to assist the facility in resetting culverts of proper size to accommodate storm water drainage, and to correct drainage at various locations within the school property located at 2100 Preston Richmond, Texas 77469.

[Handwritten signature]

Adalberto (AJ) Barrera
Superintendent, Richmond State School

Neither County nor Facility intends for any third party to obtain a right by virtue of this Agreement.

Facility agrees that County is relying upon Facility for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Facility understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Facility.

County and Facility understand and agree that Facility is an Independent Contractor and that at no time will Facility's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with improving drainage.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as excavating roadside ditches to improve drainage on school property, ("Project").

V.
PROJECT LOCATION

The location for the Project is on the Richmond State School property located at 2100 Preston Richmond, Texas ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 270 equipment hours at \$35.00 per hour, up to 270 man hours of labor at \$15.00 per hour, up to 0 in materials and up to \$0.00 in cash to Facility, for a total expenditure not to exceed **\$13,500.00**.

County shall furnish the labor and equipment necessary to perform its responsibilities under this Agreement for the Project described herein. If necessary, the County shall load any excavated material required by Facility to be moved, onto trucks provided by Facility. County shall also provide appropriate supervisory personnel to direct the operation of the County's equipment and employees.

FACILITY'S RESPONSIBILITIES:

Facility agrees to pay all material costs if any.

At Facility's sole expense, Facility shall furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Facility shall provide appropriate supervisory personnel necessary to coordinate the efforts of County and Facility personnel. Facility shall direct and be solely responsible for the overall Project. Facility shall furnish all necessary materials to the Project Site in a manner that shall be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Facility shall provide sufficient labor and equipment to haul any materials excavated and loaded onto Facility trucks by the County from the Project. The number of trucks furnished by Facility shall be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Facility shall schedule its labor and equipment to correspond to County's schedules.

If necessary, Facility shall, at its sole cost and expense, be responsible for the design of the Project. If necessary, Facility shall furnish to the County plans that establish grades and the size of any channels and any associated structures the County is responsible for constructing. If necessary, Facility shall furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project prior to the commencement of work.

Facility shall obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Facility agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Facility shall notify County within ten (10) days of the completion of the Project of any complaints that Facility may have regarding the Project. Upon completion of the Project, Facility shall, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Facility agrees: that by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; that the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; that the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; that the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; and that Facility and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions which may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

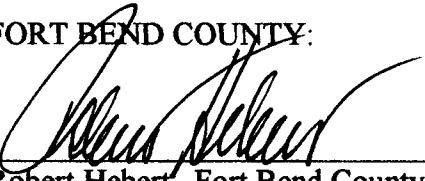
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Richmond State School:

Richmond State School
2100 Preston
Richmond, Texas 77469

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

FORT BEND COUNTY:

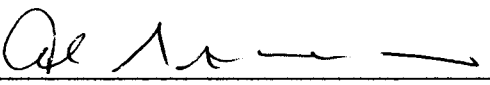

Robert Hebert, Fort Bend County Judge Date July 21, 2009

Attest:

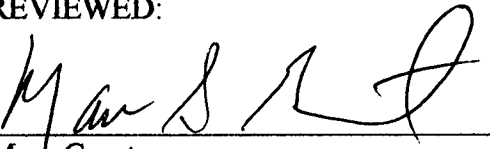

Dianne Wilson, Fort Bend County Clerk



RICHMOND STATE SCHOOL:


Superintendent Date 7-13-09

REVIEWED:


Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$13,500.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.


Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE INTERLOCAL PROJECT AGREEMENT
BETWEEN FORT BEND COUNTY AND RICHMOND STATE SCHOOL**

On this the 21 day of July, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morrison,
Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and Richmond State School for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.