

AGENDA

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

24c

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

Date Submitted: August 4, 2009 Submitted By: Marilyn Kindell *MKindell*
 Department: Community Development
 Court Agenda Date: August 11, 2009 Phone Number: 281-341-4410

SUMMARY OF ITEM: Take all appropriate action to authorize County Judge to sign the Interlocal CDBG Disaster Recovery Program (CDBG IKE) Agreement between Fort Bend County and the City of Rosenberg and authorize Judge to sign all documents pertaining to the program. Interlocal Agreement is a part of the application approved by Commissioners Court on June 23, 2009,

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO X

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

DESCRIPTION OF LAWSON ACCOUNT: CDBG Disaster Recovery Program (CDBG IKE)

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 X (✓ 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:

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

RECOMMENDATION / ACTION REQUESTED:

8-14-09 2 orig. ret. to Marilyn at Comm. Devel.

Special Handling Requested (specify):

**INTERLOCAL AGREEMENT
FOR THE
CDBG DISASTER RECOVERY PROGRAM**

**THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §**

This AGREEMENT is made between Fort Bend County, TEXAS, hereinafter referred to as the County, acting through its Commissioners Court, and the City Of Rosenberg, hereinafter referred to as the City, acting through its City Council.

Pursuant to “The Interlocal Cooperation Act,” Chapter 791, Texas Government Code, which provides, in part, that the County may contract with the City to perform governmental functions and services for the City, the County agrees to expend grant funds allocated through the County’s Method of Distribution for Disaster Recovery, as approved by Fort Bend County Commissioner’s Court on April 28, 2009, to accomplish eligible disaster recovery activities on behalf of the City as described in any Community Development Block Grant Disaster Recovery Fund Contract awarded to the County by the Office of Rural Community Affairs (ORCA), hereinafter referred to as the Grant.

The term of this Interlocal Agreement shall begin upon the date Fort Bend County signs the grant agreement for the CDBG Disaster Recovery Program with the office of Rural Community Affairs. Interlocal Agreement shall terminate upon County’s receipt of the Grant close-out letter from ORCA.

The County shall:

1. Execute its responsibilities in accordance with its Method of Distribution.
2. Serve as applicant and contractor with ORCA for all Grant activities.
3. Execute its Grant responsibilities in a timely and efficient manner.
4. Be responsible to maintain compliance with Grant contract terms and conditions in the completion of all Grant activities, including those undertaken by or for the City.
5. Approve the project design, construction documents and construction contractor through its Community Development Director.
6. Require that City review and approve change orders prior to submitting to the County for approval by its Community Development Director.
7. Not request any funds for this project from ORCA that do not have sufficient back-up documentation as required by ORCA.

The CITY shall:

1. Comply with all County requests for information required to fulfill the County obligations under the Grant.
2. Gain County approval during engineering design and prior to bid process.
3. Gain County approval for any changes to the Grant project scope.
4. Gain County approval before awarding a construction contract.

5. Provide unfettered access by the County and its representatives to the construction site throughout the term of this Interlocal Agreement.
6. Provide back-up documentation to support periodic draw-down request from ORCA.
7. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the County of the Certificate of Construction Completion.
8. Pay for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the Grant scope of work.
9. Pay for any Grant project-related costs which are not reimbursable from the Grant or are required to be repaid to ORCA.

The County shall not be liable for the payment of expenses or costs, which are not allowable under the terms of this Agreement and the Grant Agreement with ORCA.

The County has no County funds for the costs of goods and services to be rendered under this Interlocal Agreement. It is expressly agreed and understood that this Interlocal Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Interlocal Agreement from funds to be received from the U. S. Department of Housing and Urban Development, through ORCA, entitled Community Development Block Grant Disaster Recovery.

The City admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received from ORCA pursuant to the Interlocal Agreement in connection with the Community Development Block Grant Disaster Recovery Program of the U. S. Department of Housing and Urban Development, and that unless and until adequate funds have been received by the County under the Interlocal Agreement to pay the City's compensation and expense reimbursement, the County shall have no obligation to the City.

The parties further agree that any Grant funds provided by the County are without warranty of any kind to the City or any third party, and the City hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the County's performance of its obligations under this Interlocal Agreement. Nothing herein shall be construed to create any rights in third parties.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the 11 day of August, 2009, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.
- b. It has on the 4th day of August, 2009, been executed by the Mayor and attested to by the City Secretary on behalf of the City pursuant to an Order so authorizing.

ATTEST:



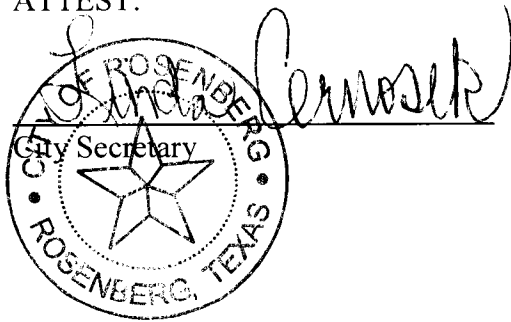
Dianne Wilson
County Clerk

FORT BEND COUNTY

By 
ROBERT E. HEBERT
County Judge

CITY OF ROSENBERG

ATTEST:



By 
MAYOR

APPROVED AS TO FORM:


ROY CORDES, JR.
County Attorney

FORT BEND COUNTY AND THE CITY OF ROSENBERG

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

On this the 11 day of August, 2009, at a regular meeting of Commissioners Court sitting as the governing body 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 execute the Agreement between Fort Bend County and City of Rosenberg for federal funding of a Community Development Block Grant (CDBG) Disaster Recovery Program, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.