

FORT BEND COUNTY FY 2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

<b>Date Submitted:</b> 08/05/09	<b>Submitted By:</b> Nicole Mehrens, County Attorney's Office
<b>Court Agenda Date:</b> 08/11/09	<b>Department:</b> COMMISSIONER, PCT. 1
	<b>Phone Number:</b> 281-341-4555

**SUMMARY OF ITEM:**

Approve Interlocal Project Agreement between Fort Bend County and City of Beasley to provide assistance with blading asphalt on North 2<sup>nd</sup> Street, which is a city-owned street, to improve roadway surface.

Approve Interlocal Project Agreement between Fort Bend County and City of Richmond to provide assistance with cutting tree limbs to improve the right of way at George Park, a city-owned park.

**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](mailto: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 &amp; Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

8-17-09 1 orig. each ret. to Nicole at CO. Attorney

**CITY OF BEASLEY**  
**P. O. BOX 122 - 319 South 3<sup>rd</sup> Street**  
**Beasley, Texas 77417**  
**Tel/Fax (979)387-2775/(979)387-2423**

July 17, 2009

RECEIVED

JUL 20 2009

ROAD & BRIDGE

Fort Bend County Road & Bridge  
P. O. Box 148  
Richmond, TX 77469  
Fax: (281) 342-0587

ATTN: Mr. Richard Morrison, County Commissioner


REF: "RECOVER NORTH SECOND STREET"


The City of Beasley is requesting the County's assistance in supplying the equipment to recover North Second Street from Avenue A to Avenue E.

I spoke with Les Miller and he informed me that this project would require five (5) loads of blacktop at an approximate cost of \$2,400. If you have any questions, please call Mayor Kenneth Reid on his cell at (832) 398-0086.

Thank you for your help.

Sincerely,

  
Kenneth Reid  
Mayor

  
7/20/09



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 improving roadway surface.

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 by blading asphalt on road to level up existing roadway, ("Project").

V.  
PROJECT LOCATION

The location for the Project is North 2<sup>nd</sup> Street which is a city-owned Street, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 37 equipment hours at \$35.00 per hour, up to 32 man hours of labor at \$15.00 per hour, up to 0 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$1,775.00**.

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 any 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 Beasley:

City of Beasley  
P.O. Box 122  
Beasley, Texas 77417  
Attn: Mayor

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

FORT BEND COUNTY:


  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge

8-11-09  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

CITY OF BEASLEY:

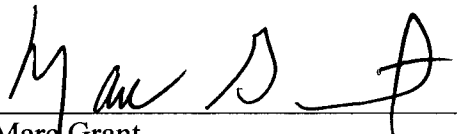
  
\_\_\_\_\_  
Mayor

04-30-09  
\_\_\_\_\_  
Date

Attest:


  
\_\_\_\_\_  
City Secretary

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 **\$1,775.00** 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

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

On this the 11 day of August, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestige,  
Seconded by Commissioner Meyers, 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 Beasley 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.

HILMAR C. MODRE  
MAYOR

FOR INFORMATION  
WILLIAM H. (BILL) MCYAL, SR.  
COMMISSIONERS

**CITY OF RICHMOND**  
**PUBLIC WORKS DEPARTMENT**  
CITY HALL ANNEX  
600 WASHINGTON STREET  
RICHMOND, TEXAS 77469  
281.342.0559  
FAX 281.232.0706  
www.ci.richmond.tx.us



May 11, 2009

Mr. Marc Grant  
Fort Bend County Road Commissioner  
P.O. Box 148  
Richmond Texas 77469

*Handwritten signature and date: 5/22/09*

Dear Mr. Grant:

The City of Richmond is requesting the use of your slope mower and operator to cut back some limbs on our right of ways at George Park. You have done this for us in the past years.

Thank You!

Yours truly,

*Handwritten signature of Dwayne Price*

Dwayne Price  
Park Superintendent

RECEIVED  
MAY 21 2009  
ROAD & BRIDGE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**INTERLOCAL PROJECT AGREEMENT**

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **City of Richmond** (“Local Government”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.

BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

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 improving right of way at a city 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 cutting tree limbs that are growing into the city right of way, ("Project").

V.  
PROJECT LOCATION

The location for the Project is George Park, a park owned by the City of Richmond, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 27 equipment hours at \$35.00 per hour, up to 27 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 \$ **1,350.00**.

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 all material cost for this project.

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.

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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 Attorneys 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:

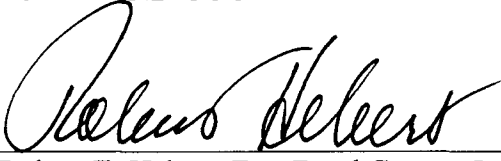
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Richmond:

600 Morton Street  
Richmond, Texas 77469  
Attn: City Manager

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

FORT BEND COUNTY:



Robert E. Hebert, Fort Bend County Judge

8-11-09

Date

Attest:



Dianne Wilson, Fort Bend County Clerk

CITY OF RICHMOND:



City Manager

7-30-09

Date

Attest:

\_\_\_\_\_  
City Secretary

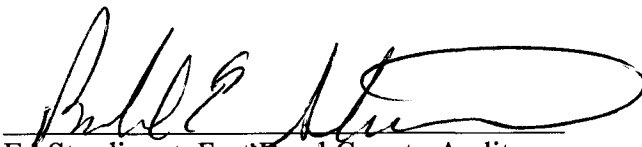
REVIEWED:



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 \$ 1,350.00 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 THE CITY OF RICHMOND**

On this the 11 day of August, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage,  
Seconded by Commissioner Meyers, 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 Richmond 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.