

**FORT BEND COUNTY FY 2010
DRAINAGE DISTRICT AGENDA REQUEST FORM**

DS

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

Date Submitted: April 20, 2010

Submitted By: Mark Vogler
Department: Drainage District

Court Agenda Date: April 27, 2010

Phone Number: 281/342-2863

SUMMARY OF ITEM:

Take all appropriate action on amending Cost-Sharing Agreement between Fort Bend County Drainage District and the City of Richmond from \$15,000 to \$16,500 to include additional drainage analysis in the Rabbs Bayou drainage study, within Fort Bend County Precinct 1.

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

List Supporting Documents Attached: First Amendment to Cost-Sharing Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

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

DESCRIPTION OF LAWSON ACCOUNT: Funding Source

COUNTY JUDGE
RECEIVED
APR 20 2010

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

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on amending Cost-Sharing Agreement between Fort Bend County Drainage District and the City of Richmond from \$15,000 to \$16,500 to include additional drainage analysis in the Rabbs Bayou drainage study, within Fort Bend County Precinct 1.

Special Handling Requested (specify): Return originals to Rose Ann Vargas, Drainage District

(2) originals ret. 5-7-10

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO COST-SHARING AGREEMENT
BETWEEN THE FORT BEND COUNTY DRAINAGE DISTRICT
AND THE CITY OF RICHMOND**

THIS FIRST AMENDMENT to the Cost-Sharing 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, on October 13, 2009, District and City entered into a Cost-Sharing Agreement for 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, (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. District and City desire to amend said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between District and City is hereby amended as follows:

- A. District shall contribute an additional amount not-to-exceed \$1,500.00 to the cost of the drainage study.
- B. District's total contribution for the drainage study shall not exceed \$16,500.00, which includes the original contribution amount under the Agreement not to exceed \$15,000.00 and the additional contribution included in this Amendment.
- C. No additional funding shall be available from District under the Agreement without prior written consent of District.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Agreement shall not become effective until executed by District.

FORT BEND COUNTY DRAINAGE DISTRICT:


Robert E. Hebert, Board of Directors

4-27-2010
Date

Attest:

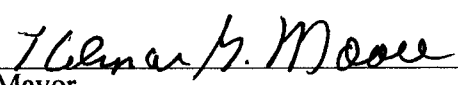

Dianne Wilson, County Clerk

APPROVED:

By: 
Mark Vogler, Chief Engineer

Date

CITY OF RICHMOND


Mayor

APRIL 16, 2010
Date

Attest:


City Secretary

I:MER/Interlocal/Richmond Rabbs Bayou.3886.Amend.03292010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 16,500.00 to accomplish and pay the obligation of the Fort Bend County Drainage District under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Cost Sharing Agreement dated October 13, 2009

Exhibit A

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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.

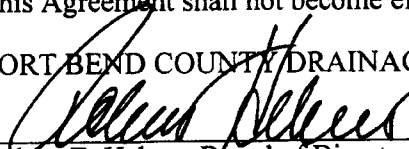
SECTION IX.
FORCE MAJEURE

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:

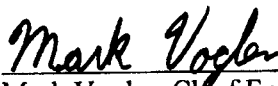

Robert E. Hebert, Board of Director

10/13/09
Date

Attest:

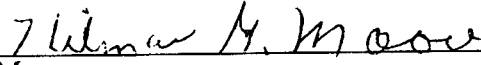

Dianne Wilson, County Clerk

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.

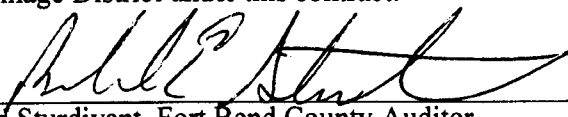

Ed Sturdivant, Fort Bend County Auditor

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 totaling 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.