

AGENDA ITEM
198

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: February 1, 2010

Submitted By: Marilyn Kindell *mKindell*

Court Agenda Date: February 9, 2010

Department: Community Development

Phone Number: 281-341-4410

SUMMARY OF ITEM: Take all appropriate action to terminate agreement between Fort Bend County and the City of Richmond, item 24B on the August 11, 2009 agenda, and take all appropriate action on the agreement between Fort Bend County and the City of Richmond for installation of a wastewater plant generator, and to authorize County Judge to sign all documents pertaining to the agreement. Amount: \$638,569.00. CDBG Disaster Recovery Fund (CDBG-R)

RENEWAL AGREEMENT/APPOINTMENT

YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit:TBD

Account Number: TBD

Activity (If Applicable): TBD

DESCRIPTION OF LAWSON ACCOUNT: CDBG Disaster Recovery Funds (CDBG-R)

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:

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)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-19-10 2 origs. ret. to Marilyn at Comm. Devel.

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Agreement is by and between the City of Richmond, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as City) and Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as County).

WITNESSETH:

WHEREAS, the County has submitted a Disaster Recovery Texas Community Development Block Grant to the State of Texas, which has been approved by the Texas Department of Rural Affairs;

WHEREAS, the City has agreed to cooperate to be included in the grant application; and,

WHEREAS, included in the approved grant application for the installation of sanitary sewer improvements – a permanently-affixed diesel-fueled generator for the City of Richmond wastewater treatment plant located on Golfview Drive at Belmont Drive, hereinafter referred to as the “Project”; and,

WHEREAS, the County is the grantee named in the grant charged with compliance of the federal laws, rules, and regulations relating to the expenditure of funds received from the Texas Department of Rural Affairs pursuant to the approved Disaster Recovery Texas Community Development Block Grant application; and,

WHEREAS, the City is not familiar with such federal laws, rules, and regulations relating to the expenditure of U. S. Government funds under the Disaster Recovery Texas Community Development Block Grant application; and,

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under the Disaster Recovery Texas Community Development Block Grant application; and,

WHEREAS, the County and City mutually agree as to the need to expedite this Project as quickly as possible;

NOW, THEREFORE, the County and City do mutually agree as follows:

I.

SCOPE OF AGREEMENT

The County and City agree to construct the Project in accordance with the guidelines, rules, and regulations required by the Texas Department of Rural Affairs (TDRA) and the U. S. Department of Housing and Urban Development (hereinafter referred to as HUD).

II.

DUTIES OF THE COUNTY AND CITY

2.01 The County shall:

1. Execute its responsibilities in accordance with its Method of Distribution which was approved by the Texas Department of Rural Affairs.
2. Serve as applicant and contractor with TDRA 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 of for the City.
5. Obtain City approval before awarding a construction contract that exceeds the funds available in the grant budget.
6. Require that the City review and approve change orders prior to County approval.

2.02 The City shall:

1. Comply with all County requests for information required to fulfill the County's obligation to TDRA.
2. Be sole responsible for the continued maintenance and operation of any improvements upon acceptance by the County.
3. Pay for any cost overruns attributable to construction contract award, change orders, project redesign or additions to the grant scope of work.

III.

PROJECT COSTS

3.01 For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Six Hundred Thirty Eight Thousand Five Hundred Sixty Nine and No/100 Dollars (\$638,569.00) as set forth in the Budget for CDBG Disaster Recovery Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with TDRA.

CDBG Disaster Recovery Funds Budget

Construction	\$638,569.00
Total CDBG Funds	<u>\$638,569.00</u>

City of Richmond Funds Budget

Construction	\$1,431.00
Engineering Services	\$ 96,000.00
Total City Funds	<u>\$97,431.00</u>

3.02 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 HUD.

IV.

PAYMENT

4.01 It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Six Hundred Thirty Eight Thousand Five Hundred Sixty Nine and No/100 Dollars (\$638,569.00). All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

V.

SOURCE OF FUNDING

5.01 The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the Texas Department of Rural Affairs, by virtue of Contract No. DRS010047, entitled CDBG Disaster Recovery Entitlement Grant Program. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed \$279,000.00 amount actually received by the County from the Texas Department of Rural Affairs pursuant to the Block Grant.

5.02 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 pursuant to the Contract in connection with the CDBG Disaster Recovery Entitlement Grant Program of the Texas Department of Rural Affairs, and that unless and until adequate funds have been received by the

County under the Contract to pay the City's compensation and expense reimbursement, the County shall have no obligation to the City.

VI.

NOTICE

6.01 Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

6.02 For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to:

Honorable County Judge and Commissioners Court
Fort Bend County
301 Jackson, Suite 740
Richmond, Texas 77469

If to the City, then to:

Honorable Mayor and City Commission
City of Richmond
600 Morton Street
Richmond, Texas 77469

6.03 Each party shall have the right, from time to time at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

VIII.

RIGHTS OF TERMINATION

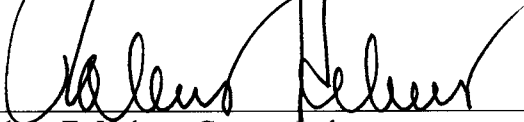
7.01 The City or the County, by and through its Director of the Fort Bend County Community Development Department, may terminate this Agreement without cause prior to the City's award of the construction contract by providing thirty (30) days notice. The County may terminate this agreement after the City's award of the construction contract only for cause, by providing thirty (30) days written notice to the City.

IX.

EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

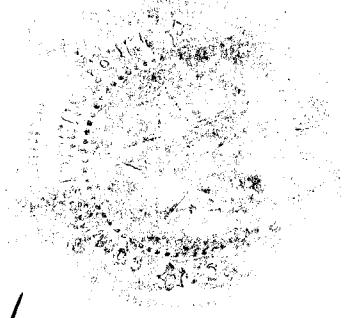
2-9-10
Date

ATTEST:

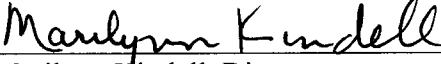

Dianne Wilson, County Clerk

APPROVED AS TO FORM:

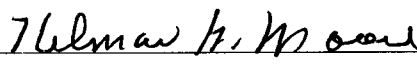

Roy L. Cordes, Jr.
County Attorney


1-7-2010
Date

APPROVED: COUNTY PROJECT MANAGER


Marilynn Kindell, Director
Fort Bend County Community Development Department

CITY OF RICHMOND:

By 
Mayor

1-25-10
Date

ATTEST:


City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$638,569.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Robert E. Sturdivant, County Auditor

**ORDER AUTHORIZING AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF RICHMOND**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

On this the 9 day of February, 2010, 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 Richmond for federal funding of a Community Development Block Grant (CDBG) Program, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.