

**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:**                      03/16/2010

**Submitted By:** Mary Reveles  
**Department:** County Attorney  
**Phone Number:** 341-4554

**Court Agenda Date:**              03/23/2010

**SUMMARY OF ITEM:**

**ROAD & BRIDGE:**

Take all appropriate action on the Interlocal Project Agreement between Fort Bend County and Fort Bend County Levee Improvement District No. 7 to add a left turn lane on Ellis Creek Blvd at US 90A in an amount not to exceed \$12,061.78. (Fund Road & Bridge, Fees)

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

**List Supporting Documents Attached:**

**FINANCIAL SUMMARY:**BUDGETED ITEM:           YES ☐                      NO ☐                      N/A

**FUNDNG SOURCE:** 155611100

Account: 63000

Activity: R&B10

Acct. Category: 40190

**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 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 type="checkbox"/> Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4	(281-980-9077)
<input checked="" type="checkbox"/> Road & Bridge		<input checked="" type="checkbox"/> County Clerk	(281-341-8697)
<input checked="" type="checkbox"/> Engineering		<input checked="" type="checkbox"/> County Atty	(281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):** 3-30-10 4 origs. ret. to Mary  
at CO. Attorney

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

# 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 Sections 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 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 (“LID #7”) 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 governing board.

This Interlocal Project Agreement is for construction of certain improvements to Ellis Creek Blvd. at US 90A to be constructed as part of LID #7's on-going levy improvement project, hereinafter referred to as "the Project."

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

- 1.01 This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on September 22, 2009. 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.
- 1.02 County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.
- 1.03 County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.
- 1.04 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.
- 1.05 County and LID #7 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.
- 1.06 County and LID #7 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.

- 1.07 Neither County nor LID #7 intends for any third party to obtain a right by virtue of this Agreement.
- 1.08 LID #7 agrees that County is relying upon LID #7 for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.
- 1.09 County and LID #7 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 LID #7.
- 1.10 County and LID #7 understand and agree that LID #7 is an Independent Contractor and that at no time will LID #7's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## II. PURPOSE

The purpose of this Project to add a left turn lane on Ellis Creek Blvd. at US 90A.

## 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, 2010 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. SCOPE OF WORK

- 4.01 COUNTY'S RESPONSIBILITIES: County agrees to provide funding in an amount not to exceed \$12,061.78 for the Project. County shall provide the funding to LID #7 within thirty (30) days after receipt of a Certificate of Completion and one (1) full set of As-Built marked-up Drawings and Specifications for the Project as actually constructed.
- 4.02 LID #7'S RESPONSIBILITIES:
  - A. LID #7 shall furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement for the Project.
  - B. LID #7 will provide all appropriate supervisory personnel necessary to coordinate the efforts of the Project.
  - C. LID #7 will direct and be solely responsible for the overall Project.
  - D. If necessary, LID #7 will, at its sole cost and expense, be responsible for the design of the Project.
  - E. If necessary, LID #7 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.

- F. LID #7 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.
- G. LID #7 will notify County within ten (10) days of the completion of the Project of any complaints that LID #7 may have regarding the Project.

V.  
MISCELLANEOUS

- 5.01 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.
- 5.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 5.03 LID #7 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; LID #7 and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 5.04 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.
- 5.05 It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- 5.06 Notices, correspondence, and all other communications shall be addressed as follows:
- |                         |   |
|-------------------------|---|
| If to Fort Bend County: | Fort Bend County<br>301 Jackson, Suite 719<br>Richmond, Texas 77469<br>Attn: County Judge   |
| If to LID #7:           | Fort Bend County Levee Improvement District #7<br>Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Blvd., Suite 1400<br>Houston, Texas 77056 |

VI.  
LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, LID #7 has been advised by the County, and the LID #7 clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum amount of \$12,061.78 specifically allocated to fully discharge any and all liabilities that

- may be incurred by the County for the Project.
- 6.02 LID #7 does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that LID #7 may become entitled to hereunder and the total maximum amount that the County will provide to LID #7 hereunder will not under any condition, circumstance or interpretation hereof exceed the sum of \$12,061.78.

VII.  
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated. This Agreement shall become effective upon the date of execution by the last party hereto.

FORT BEND COUNTY:

Grady Prestage  
Grady Prestage, Commissioner Precinct 2  
Presiding Officer, Commissioners Court, March 23, 2010

3-23-2010  
Date

Attest:

Dianne Wilson  
Dianne Wilson, Fort Bend County Clerk

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #7

E. E. S. M.

03-10-2010  
Date

Attest:

Cheryl E. Smith

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 \$12,061.78 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor

I/MER/Interlocals/Project Agreement.LID #7.2439(03042010)

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 LID #7**

On this the 23 day of March, 2010, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers,  
Seconded by Commissioner Patterson, 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 LID #7 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.