

<b>CSJ #</b>	<b>1258-03-044</b>
<b>District #</b>	<b>12 - Houston</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 1463 Outfall</b>

**STATE OF TEXAS       §**

**COUNTY OF TRAVIS   §**

**ADVANCE FUNDING AGREEMENT  
For  
District Discretionary Project  
On-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Fort Bend County**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115112** authorizing the State to undertake and complete a highway improvement generally described as **widening of FM 1093 to four lanes, from James Lane to FM 1093/FM 359** , and

**WHEREAS**, the State and Local Government executed a Financial Assistance Agreement on December 19, 2011 for the development and construction of an extension of the Westpark Tollway facility, including frontage roads, from the Grand Parkway (SH 99) to FM 1463 (Local Government Project); and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 115291 authorizing the State to undertake and complete a highway improvement generally described as widening of FM 1463 from 600 feet North of Westridge Creek Lane to FM 1093, under CSJ 0188-10-021, which requires a storm sewer outfall (FM 1463 storm sewer outfall) that extends into the Local Government Project; and

**WHEREAS**, the State has requested the Local Government include the construction of the FM 1463 storm sewer outfall (Project) in the Local Government Project; and

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**WHEREAS**, the State and the Local Government agree that including construction of the storm sewer outfall as part of the Local Government project will avoid future conflicts with the Local Government project; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **03/26/2019**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

### **AGREEMENT**

**1. Responsible Parties:**

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>N/A</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 12
4.	<b>Local Government</b>	Construction Responsibilities	Article 13
5.	<b>Local Government</b>	Right of Way and Real Property	Article 15

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

Construction of storm sewer outfall along FM 1463, from approximately 35 feet north of the intersection of FM 1463 and FM 1093, to approximately 2912 feet east of the intersection of FM 1463 and FM 1093, as shown on Attachment B. The Local Government will design and construct the outfall as part of the Local Government Project.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is **\$2,812,180** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the

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Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas

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Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## **5. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

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D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas

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Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Procurement Standards**

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

**12. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party and receiving reimbursement with State or Federal funds, the Local Government shall submit its procurement selection process for prior approval by the State. When the Local Government is being reimbursed for professional services costs, all professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

**13. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

**14. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**15. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## **16. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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**17. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
Fort Bend County ATTN: County Judge 401 Jackson Street Richmond, Texas 77469  With a copy to: Fort Bend County ATTN: County Engineer 301 Jackson Street Richmond, Texas 77469	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**18. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**19. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**20. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

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**21. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**22. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**23. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Audit**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements**

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

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**26. Debarment Certifications**

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**27. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

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- Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**28. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government.

**THE STATE OF TEXAS**

DocuSigned by:

*Kenneth Stewart*

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Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

5/17/2019

Date

**THE LOCAL GOVERNMENT**

DocuSigned by:

*K.P. George*

F546587DB2BD433...

Signature

KP George

Typed or Printed Name

Fort Bend County Judge

Typed or Printed Title

4/23/2019

Date

<b>CSJ #</b>	<b>1258-03-044</b>
<b>District #</b>	<b>12 - Houston</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 1463 Outfall</b>

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

**APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY**

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 26th day of March, 2019.

  
\_\_\_\_\_  
LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Morales, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 2nd day of April, 2019.

  
\_\_\_\_\_  
KP GEORGE, COUNTY JUDGE

**MINUTES**

BE IT REMEMBERED, That on this 26TH DAY of MARCH, 2019, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

KP GEORGE	COUNTY JUDGE
VINCENT MORALES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
KEN R. DEMERCHANT	COMMISSIONER PRECINCT 4
LAURA RICHARD	COUNTY CLERK

When the following were heard and the following orders were passed:

**1. Call to Order.**

Call to Order by Judge KP George at 1:02 p.m.

**2. Invocation and Pledges of Allegiance by Commissioner Vincent Morales.**

Invocation and Pledges of Allegiance by Commissioner Vincent Morales.

**3. Approve minutes of regular meeting held on March 12, 2019.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on  
March 12, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**4. Public Comments regarding the Agenda and Announcements.**

March Service Awards were presented to County employees.

Patsy Schultz, Tax Assessor/Collector announced she will be retiring on April 30, 2019. Ms. Schultz spoke to each Commissioner with words of appreciation.

Judge George recognized Patsy Schultz, Tax Assessor Collector and Paulette Shelton, Transportation Director who have made a difference in Fort Bend County's citizens' lives. Judge presented proclamations to Ms. Schultz and Ms. Shelton.

Patsy Schultz began her career with Fort Bend County Tax Office in 1981. She initially served in the Tax Collection Department when the tax payments and tax rolls were handwritten. Today, her tax office serves more than 51 jurisdictions in Fort Bend County. Ms. Schultz was elected as Tax Assessor Collector January 1, 2005. She has always enjoyed personally greeting taxpayers in her lobby and whenever possible during the tax season. Ms. Schultz has proven to be dedicated to the mission of the Fort Bend County Tax Office through providing friendly, efficient and professional tax collection services for the taxpayers of Fort Bend County.

The Texas Transit Association annually honors a public transportation General Manager in recognition of the individual's outstanding contributions to the Texas public transportation industry. On March 4, 2019, the Texas Transit Association recognized the Fort Bend County Transportation Director, Paulette Shelton as the 2019 Outstanding Public Transportation General Manager. The Fort Bend County Public Transportation Department was created in 2005 to provide Fort Bend County residents with safe and efficient public transportation services and appointed Ms. Paulette Shelton as its First Director. Ms. Shelton has overseen the creation, retention and expansion of transit services for the last fourteen years, which now provides more than 390,000 rides annually to our citizens. Ms. Shelton's work and leadership are appreciated in Fort Bend County.

**5. PUBLIC HEARINGS: 1:14 p.m.:**

**A. County Judge: Conduct public hearing on the creation of Fort Bend County Reinvestment Zone No. 23 for tax abatement purposes, pursuant to Texas Property Code Section 312.201 and 312.401.**

Public hearing held. No public comments.

**Item 5 continued - Public Hearings:**

- B. Fire Marshal: Conduct public hearing on the Fort Bend County Junkyard and Automotive Wrecking and Salvage Yards license application by Texan Auto located at 10011 Highway 6 in Sugar Land, Texas, Precinct 3.**

Public hearing held. There were three public speakers on Item 5B.

Prabhakar "Pete" Patel, 14710 New Kent Court, Sugar Land, TX spoke against Item # 5B. Mr. Patel is concerned about the Junkyard and Automotive Wrecking and Salvage Yard possibly bringing nuisance in his subdivision.

Kevin E. Abandbi, 10003 Halston Drive, Sugar Land, TX spoke against Item # 5B. Mr. Abandbi is concerned if the license is granted for the Junkyard and Automotive Wrecking and Salvage Yard, it will be a nuisance and an eye sore. Mr. Abandbi asked the court not to grant the license to the Auto shop.

Thomas Herter, 5051 Westheimer, Suite 1200, Harris County, TX represents Mr. Salamat, the owner of Texan Auto & Salvage and is for Item 5B. Mr. Herter's client, Mr. Salamat went through the process of trying to demonstrate his Auto Body Shop is a very nice auto repair shop. Mr. Salamat has completed all the requirements to obtain this license.

**CONSENT AGENDA ITEMS 6 - 22:**

- 6. OUT-OF-STATE TRAVEL: Record into Minutes the out-of-state travel for elected officials:**

**District Clerk: District Clerk Beverley McGrew Walker to Las Vegas, Nevada July 21-25, 2019, to attend the National Association for Court Management Annual Conference. (Fund: District Clerk)**

- 7. OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**

- A. District Attorney: Authorize request for exception to the Fort Bend County Travel Policy to waive requirements for 14-day advance purchase of airfare for two employees of the District Attorney's Office to Murfreesboro, Tennessee, March 27-28, 2019 to interview witness for upcoming trial. (Fund: District Attorney)**

- B. Health & Human Services - Emergency Medical Service: Brian Petrilla to Clearwater Beach, Florida, June 3-7, 2019 to attend the Revenue Cycle Management and Compliance Conference. (Fund: Emergency Medical Service)**

- C. Information Technology: Matt Macha to Las Vegas, Nevada, April 28-May 2, 2019, to attend Dell Technologies World 2019 Conference. (Fund: Information Technology)**

**Correction: Item to read: Information Technology Employee to Las Vegas, Nevada, April 28-May 2, 2019, to attend Dell Technologies World 2019 Conference. (Fund: Information Technology)**

- D. Risk Management: Wyatt Scott to Lake Buena Vista, Florida, May 14-17, 2019 to attend the Express Scripts 2019 Outcomes Conference. (Fund: Risk Management)**

March 26, 2019

**Item 7 continued - Out-of-State Travel:**

- E. **Road & Bridge:** Brian Culpepper and Sharla Sargent to Pittsburgh, Pennsylvania, April 15-18, 2019 to attend the 2019 Vector Summit. (Fund: Health & Human Services, Zika Virus Prevention Grant)
- F. **Sheriff's Office - Detention:** J. Tabares and D. Youngblood to Kenner, Louisiana, June 10-13, 2019, to attend the Correctional Emergency Response Team Basic Instructor Course. (Fund: Sheriff's Office, Detention)

8. **COUNTY JUDGE:**

Approve request for Historic Site Property Tax Exemption from the General Fund for the Simonton School located at 34935 FM 1093 in Simonton, Texas for tax year 2019.

9. **COMMISSIONER, PCT. 1:**

Approve the reappointment of Roland Adamson and Jeff Haley to the West Fort Bend Water Authority effective through May 15, 2022 and appoint Craig LeTulle and Glenn Schmit to replace Delbert Wendt and Russell Cosbey for terms effective through May 15, 2024.

10. **COMMISSIONER, PCT. 3:**

- A. Approve Interlocal Project Agreement between Fort Bend County and City of Simonton to provide assistance with reconstructing and overlaying of Flintlock, Stockade, Lariat, Maverick, Stirrup, Canyon, Indian, Calvary, Longhorn, Tumbleweed, Cougar, Tejas, and Custer, all of which are city owned streets; County expenditure not to exceed \$90,000. (Fund: Road & Bridge)
- B. Approve Interlocal Project Agreement between Fort Bend County and City of Simonton to provide assistance with removing old pipes and installing new pipes with screw gates at various outfall areas in Valley Lodge within the City Limits of Simonton; County expenditure not to exceed \$202,500. (Fund: Road & Bridge)

11. **AUDITOR:**

Accept the Fort Bend County Comprehensive Annual Financial Report for the year ended September 30, 2018; audited by Whitley Penn, LLP.

Pulled.

12. **BUDGET TRANSFERS:**

- A. **458th Judicial District Court:** Approve transfer in the amount of \$24 as detailed on Judge's form dated March 21, 2019 into Information Technology to allocate funds for the purchase of a keyboard.
- B. **Behavioral Health Services:** Approve transfer in the amount of \$6,336 as detailed on Director's form dated March 18, 2019 to allocate funds for additional hours required by behavioral health therapist through August 31, 2019.

March 26, 2019

**Item 12 continued - Budget Transfers:**

- C. **Commissioner, Pct. 3: Approve transfer in the amount of \$1,663 from Fees into Part-Time to allocate funds for training of new employee.**

**Correction: Item to read: Commissioner, Pct. 3: Approve transfer in the amount of \$1,854 from Fees into Part-Time to allocate funds for training of new employee.**

- D. **Constable, Pct. 1: Approve transfer in the amount of \$900 as detailed on Constable's form dated March 18, 2019 to allocate additional funds for the unplanned purchase of a document scanner for our administrative staff.**

- E. **Historical Commission: Approve transfer in the amount of \$5,000 as detailed on Director of Finance form dated March 13, 2019 to allocate the FY 2019 budget for Fort Bend Historical Commission into the correct account for expenditures.**

- F. **Library: Approve transfer in the amount of \$77,580 from Capital Acquisitions into accounts detailed on County Librarian's form dated March 18, 2019 to allocate funds for building services, information technology items, and property and equipment expenditures through September 30, 2019.**

- G. **Treasurer: Approve transfer in the amount of \$580 from Supplies & Maintenance into Information Technology to allocate funds for the replacement of two HP OfficeJet printers.**

**13. ENGINEERING-PAYMENTS:**

- A. **Approve payment of Invoice No. 5 in the amount of \$29,061.40 to HJ Consulting, Inc. for professional engineering services regarding Various Roads in Arcola, Mobility Bond Project No. 17120x, Precinct 1. (Fund: 2017 Mobility Bonds)**
- B. **Approve payment of Invoice No. 5 in the amount of \$177,895.63 to Unitas Construction, Inc. for construction of Sansbury Boulevard, Segment 2, Mobility Bond Project No. 13111b, Precinct 1. (Fund: 2013 Mobility Bonds)**
- C. **Approve payment of Invoice No. 33632 in the amount of \$52,710.35 to Binkley & Barfield Inc. for project management services regarding 2017 Mobility Bond Projects within Precinct 1. (Fund: 2017 Mobility Bonds)**
- D. **Approve payment of Invoice No. 34830 in the amount of \$2,167.88 to Binkley & Barfield Inc., for professional engineering services regarding A. Myers, Mobility Bond Project No. 13102, Precinct 1. (Fund: 2013 Mobility Bonds)**
- E. **Approve payment of Invoice No. 45 in the amount of \$7,296.00 to Schaumburg & Polk, Inc. for project management services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- F. **Approve payment of Invoice No. 00234611 in the amount of \$15,218.73 to Bio-West, Inc. for professional environmental services regarding 2017 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2017 Mobility Bonds)**

March 26, 2019

**Item 13 continued - Engineering-Payments:**

- G. Approve payment of Invoice No. 201902075 in the amount of \$4,587.51 to LJA Engineering Inc. for project management services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- H. Approve payment of Invoice No. 9 in the amount of \$43,519.44 to Conrad Construction Co. for construction of Ludwig Lane, Mobility Bond Project No. 13208, Precinct 2. (Fund: 2013 Mobility Bonds)**
- I. Approve payment of Invoice No. 19-1-000084 in the amount of \$3,389.00 to Geotech Engineering and Testing for professional engineering services regarding Beechnut Street, Mobility Bond Project No. 13201, Precinct 2. (Fund: 2013 Mobility Bonds)**
- J. Approve payment of Invoice No. FBC2019-LUDWIG-8 in the amount of \$16,320.00 to SES Horizon for professional engineering services regarding Ludwig Lane, Mobility Bond Project No. 13208, Precinct 2. (Fund: 2013 Mobility Bonds)**
- K. Approve payment of Invoice No. 53916 in the amount of \$50,808.00 to Costello, Inc. for professional engineering services regarding Beechnut Street, Mobility Bond Project No. 17204, Precincts 2 and 3. (Fund: 2017 Mobility Bonds)**
- L. Approve payment of Invoice No. 226-02-09 in the amount of \$47,921.88 to EJES, Inc. for professional engineering services regarding Belknap Road, Mobility Bond Project No. 17211, Precincts 2 and 3. (Fund: 2017 Mobility Bonds)**
- M. Approve payment of Invoice No. 10159 in the amount of \$27,302.40 to Othon, Inc. for professional construction management services regarding 2013 Mobility Projects in Precincts 2 and 4. (Fund: 2013 Mobility Bonds)**
- N. Approve payment of Invoice No. 021927C in the amount of \$2,492.63 to Aviles Engineering Corp. for construction materials testing on FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- O. Approve payment of Invoice No. MTD00000060 in the amount of \$1,784.89 to Texas Department of Transportation for material inspection regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**
- P. Approve payment of Invoice No. 8178 in the amount of \$11,425.00 to Aguirre & Fields for professional engineering services regarding Greenbusch Road, Mobility Bond Project No. 13312, Precinct 3. (Fund: 2013 Mobility Bonds)**
- Q. Approve payment of Invoice No. 12 in the amount of \$23,577.50 to Schaumburg & Polk, Inc. for project management services regarding 2017 Mobility Bond Projects within Precinct 3. (Fund: 2017 Mobility Bonds)**
- R. Approve payment of Invoice No. 6744 in the amount of \$58,750.00 to Property Acquisition Services, LLC for professional consulting and inspecting services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**

March 26, 2019

**Item 13 continued - Engineering-Payments:**

- S. **Approve payment of Invoice No. 18-412 in the amount of \$14,714.50 and Invoice No. 18-454 in the amount of \$838.50 to HVJ for construction materials testing services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- T. **Approve payment of Invoice No. 130.01-0319-02 in the amount of \$7,000.00 to Mike Stone and Associates, Inc. for professional construction management services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- U. **Approve payment of Invoice No. 13 in the amount of \$1,501,375.32 to Webber, LLC for construction of FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- V. **Approve payment of Invoice No. 201902166 in the amount of \$48,312.58 to LJA Engineering for professional construction management services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- W. **Approve payment of Invoice No. 7 in the amount of \$191,611.03 to Allgood Construction Company Inc. for construction of Gaston Road, Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)**
- X. **Approve payment of Invoice No. 77694 in the amount of \$297,803.55 to R.G. Miller Engineers, Inc. for professional design engineering and surveying services regarding Beechnut Street, Mobility Bond Project No. 17410, Precincts 3 and 4. (Fund: 2017 Mobility Bonds)**
- Y. **Approve payment of Invoice No. 201902079 in the amount of \$21,453.28 to LJA Engineering, Inc. for project management services regarding 2017 Mobility Bond Projects within Precinct 4. (Fund: 2017 Mobility Bonds)**
- 14. **ENGINEERING-PERMITS:**
  - A. **Approve application from Rodriguez Construction Group, LLC to install a driveway tie-in along Powerline Road, Permit No. 2019-26482, Precinct 1.**
  - B. **Approve application from Luis Ojeda/Ojedas Construction to install a driveway tie-in at 7002 Harpers Drive, Permit No. 2019-26548, Precinct 1.**
  - C. **Approve application from First America Homes, Ltd to install a driveway tie-in at 7910 Kovar Road, Permit No. 2019-26154, Precinct 1.**
  - D. **Approve application from CenterPoint Energy to install utility poles along W. Grand Parkway S, Permit No. 2019-26674, Precinct 1.**
  - E. **Approve application from Barclays Premier Utilities to install a water line along Edgewood Drive, Permit No. 2019-26690, Precinct 1.**
  - F. **Approve application from Devon Street Homes to install a driveway tie-in at 2018 Cypress Timbers Lane, Permit No. 2019-25381, Precinct 1.**

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**Item 14 continued - Engineering-Permits:**

- G. Approve application from AT&T Texas to install fiber optic cable along Williams Way Boulevard and Sansbury Boulevard, Permit No. 2019-26507, Precinct 1.**
- H. Approve application from AT&T Texas/Black & Veatch to install fiber optic cable along Blaisdale Road, N. Shadow Grove Lane, S. Shadow Grove Lane, DRS Drive, Misty River Lane, Summer Haven Lane, Silver Creek Circle, and River Trace Drive, Permit No. 2019-26448, Precincts 1 and 3.**
- I. Approve application from CenterPoint Energy to install a gas line along Deborah Street and Moore Road, Permit No. 2019-26687, Precinct 2.**
- J. Approve application from Comcast of Houston, LLC to install fiber optic cable along Fulshear-Gaston Road and Ashwood Crossing, Permit No 2018-25188, Precinct 3.**
- K. Approve application from Housetex Homes, LLC to install a driveway tie-in at 23014 Spellbrook Bend Lane, Permit No. 2018-19907, Precinct 3.**
- L. Approve application from Housetex Homes, LLC to install a driveway tie-in at 22926 Spellbrook Bend Lane, Permit No. 2018-19748, Precinct 3.**
- M. Approve application from MCI Metro Access Transmission Services, Corp/Eagle Eye Permitting & Design, LLC to install fiber optic cable along FM 1093, Permit No. 2019-26408, Precinct 3.**
- N. Approve application from CenterPoint Energy to install a gas line along Park Westheimer Boulevard, Permit No. 2019-26480, Precinct 3.**
- O. Approve application from Comcast of Houston, LLC to install fiber optic cable along Clark Towne Road, Permit No. 2019-26484, Precinct 3.**
- P. Approve application from MCI Metro Access Transmission Services, Corp/Eagle Eye Permitting & Design, LLC to install fiber optic cable along Katy Flewellen Road and Greenbusch Road, Permit No. 2018-23802, Precinct 3.**
- Q. Approve application from MCI Metro Access Transmission Services, Corp/Eagle Eye Permitting & Design, LLC to install fiber optic cable along Cinco Trace Drive, Permit No. 2018-23930, Precinct 3.**
- R. Approve application from CenterPoint Energy to remove poles along W. Grand Parkway S, Permit No. 2019-26706, Precinct 4.**
- S. Approve application from Clearwater Utilities, Inc to install sanitary and water lines under and along Beechnut Street, Permit No. 2019-25744, Precinct 4.**
- T. Approve application from AT&T Texas/United Engineers, Inc to install fiber optic cable under W. Grand Parkway S, Permit No. 2019-26455, Precinct 4.**

**15. ENGINEERING-DEVELOPMENT:**

- A. Approve the plat for Ward Air Park Partial Replat No. 1, Precinct 1.**
- B. Approve the plat for the roads within Southern Colony, Section 4C, Precinct 1.**
- C. Approve the plat for the lots within Southern Colony, Section 4C, Precinct 1.**
- D. Approve the plat for the roads within Sienna Plantation, Section 40A, Precinct 1.**
- E. Approve the plat for the lots within Sienna Plantation, Section 40A, Precinct 1.**
- F. Approve the plat for Tamarron Crossing Section 3 Street Dedication, Precinct 3.**
- G. Approve the plat for Tamarron Lift Station No. 3, Precinct 3.**
- H. Approve the plat for Aliana Petit Montessori, Precinct 4.**
- I. Release the bond in the amount of \$57,260.00 for Avalon at Riverstone Section 15-B Phase 1. The streets are private and will be maintained by the Homeowners Association, Precinct 4.**
- J. Accept the streets in Sendero Tract, Section 1: Regatta Lake Drive 400.02 LF, Morningview Bend Lane 393.73 LF, Copper Shores Lane 255.24 LF, Twilight Hollow Lane 1,390.90 LF, Avana Falls Lane 324.00 LF, Harbor Terrace Lane 469.06 LF, Birchwood Knoll Court 152.21 LF, Laguna Heights Lane 583.66 LF, Padova Drive 167.59 LF, Windmill Canyon Lane 314.85 LF, Mineral Island Lane 370.83 LF, and Birchwood Landing Lane 145.00 LF, for a total of 4,967.09 LF, and release the bond in the amount of \$349,770.00, Precinct 3.**
- K. Accept the streets in Sendero Tract, Section 2: Copper Shores Lane 1,102.97 LF, Pleasant Shores Court 313.29 LF, Hazy Mist Court 202.26 LF, Rainy Canyon Lane 1,001.71 LF, Skyridge Park Lane 174.84 LF and Gracefield Haven Lane 120.00 LF for a total of 2,915.05 LF and release the bond in the amount of \$197,060.00, Precinct 3.**
- L. Set public hearing for acceptance of the traffic control plan for Schultz Road, Precinct 1. (Tuesday, April 23, 2019 at 1:00 p.m.)**
- M. Set public hearing for acceptance of the traffic control plan for A. Myers, Precinct 1. (Tuesday, April 23, 2019 at 1:00 p.m.)**
- N. Set public hearing for acceptance of the traffic control plan for Grand Vista, Section 27, Precinct 2. (Tuesday, April 23, 2019 at 1:00 p.m.)**
- O. Set public hearing for acceptance of the traffic control plan for Bellaire Boulevard at Lakehead Lane, Precinct 3. (Tuesday, April 23, 2019 at 1:00 p.m.)**

March 26, 2019

- 16. FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for approval and payment for projects that have been budgeted and funded by 2015 Facility Bonds:**
- A. Invoice No. 1815.01 in the amount of \$4,205.93 to Lesley & Associates for relocation management services regarding the Sheriff Administration Building;**
  - B. Invoice No. 281267528001 in the amount of \$1,255.74 to Office Depot for office supplies regarding the Sheriff Administration Building;**
  - C. Invoice No. 126484 in the amount of \$91,644.33 to Contract Resource Group for workstations regarding the Sheriff Administration Building;**
  - D. Invoice No. 0340913-IN in the amount of \$4,420.10 to L3 Mobile Vision for IT equipment regarding the Sheriff Administration Building;**
  - E. Invoice No. 1076364 in the amount of \$79,468.19 to DataVox for IT equipment regarding the Sheriff Administration Building;**
  - F. Invoice No. 106359443 and 105907512 for a total amount of \$1,092.00 to Uline for storage shelving regarding the Sheriff Administration Building;**
  - G. Invoice No. 1602-24 in the amount of \$8,305.00 from Merriman, Holt, Powell, for Architectural Services regarding an addition to and expansion of the Missouri City Branch Library;**
  - H. Invoice No. 1602-25 in the amount of \$4,922.37 from Merriman, Holt, Powell for Architectural Services regarding an addition to and expansion of the Missouri City Branch Library;**
  - I. Pay Application No. 16 in the amount of \$312,187.14 to Paradigm Construction for Construction Services regarding an addition to and expansion of the Missouri City Branch Library;**
  - J. Invoice No's. 11-74452, 11-74675 and 11-74928 for a total amount of \$5,092.25 to QC Laboratories, Inc., for construction materials testing services regarding the Medical Examiner Office Building;**
  - K. Pay Application No. 18-002-004 in the amount of \$95,227.05 to Bass Construction Company for construction services regarding the Orchard EMS Squad 2 Facility;**
  - L. Invoice No. 249144608 in the amount of \$18,077.17 to Office Depot for furniture regarding the expansion of the Justice Center;**
  - M. Invoice No. 4883-L in the amount of \$330.00 to South Texas Graphic for signs regarding the expansion of the Justice Center.**

**17. HUMAN RESOURCES:**

**Approve the rehire of former employee R. Ramirez who terminated employment on August 20, 2015, and will be rehired effective April 1, 2019.**

March 26, 2019

**18. PARKS & RECREATION:**

**Approve payment of Invoice No. 304494 in the amount of \$19,076.18 to Sprint Waste Services, LP for garbage removal services regarding the Daily Park Project, Precinct 3. (Fund 2015 Facilities Bond Project, Proposition 1)**

**19. PUBLIC TRANSPORTATION:**

- A. Approve Delegation of Signature Authority form to Texas Department of Transportation effective March 26, 2019.**
- B. Authorize County Judge KP George as the authorized official for assignment and use of a Personal Identification Number and Signature Authority for the Federal Transit Administration Award Management System (TrAMS).**

**20. PURCHASING:**

- A. Authorize advertising for qualifications for elevation project for Disaster Recovery Project 4272-0026.**
- B. Authorize advertising for bids for chiller replacement at Sienna Annex.**
- C. Authorize advertising for bids for two (2) used high water rescue trucks for the Sheriff's Office.**
- D. Authorize advertising for bids for swimming pool maintenance for Jones Creek and Pinnacle Senior Center.**
- E. Authorize advertising for request for qualifications for design/build of Medic 6 expansion.**

**21. TAX ASSESSOR/COLLECTOR:**

- A. Record into Minutes the Summary Monthly Report of Property Taxes Collected in February 2019 as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**
- B. Record into Minutes the Summary Report of County SIT Overage Taxes collected in Tax Year 2018 as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**
- C. Approve refunds over \$500 detailed in Tax Assessor/Collector's report submitted on March 19, 2019 for an amount totaling \$21,810.03 for the Office of Patsy Schultz.**

March 26, 2019

**22. TREASURER:**

**Approve Monthly Report submitted by the County Treasurer for February 2019, and authorize advertisement of Affidavit of the same, in accordance with Local Government Code Section 114.026.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda Items 6 - 22, excepting Item 11 and with noted corrections to Items 7C and 12C.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Correction to Item 7C: Item to read:** Out-of-State Travel for Information Technology Employee to Las Vegas, Nevada, April 28-May 2, 2019, to attend Dell Technologies World 2019 Conference. (Fund: Information Technology)

**Item 11** - Pulled.

**Correction to Item 12C: Item to read:** Budget Transfers Commissioner, Pct. 3: Approve transfer in the amount of \$1,854 from Fees into Part-Time to allocate funds for training of new employee.

**23. COUNTY JUDGE:**

**A. Take all appropriate action on Agreements for Direct Services for the Prevention of Violence or Abuse/Neglect of a Child between Fort Bend County and the following agencies to provide services effective through December 30, 2019, funded by the Family Protection Fee, pursuant to Section 51.961 of the Texas Government Code:**

- **Fort Bend County Women's Center Inc. in the amount of \$15,929.40;**
- **Community Partners Rainbow Room in the amount of \$5,000; and**
- **Child Advocates of Fort Bend Inc. in the amount of \$15,929.40.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Agreements for Direct Services for the Prevention of Violence or Abuse/Neglect of a Child between Fort Bend County and the following agencies to provide services effective through December 30, 2019, funded by the Family Protection Fee, pursuant to Section 51.961 of the Texas Government Code:

- **Fort Bend County Women's Center Inc. in the amount of \$15,929.40;**
- **Community Partners Rainbow Room in the amount of \$5,000; and**
- **Child Advocates of Fort Bend Inc. in the amount of \$15,929.40.**

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Item 23 continued - County Judge:**

- B. Take all appropriate action on Order to Create Fort Bend County Reinvestment Zone No. 23, located in Precinct 1, for tax abatement purposes pursuant to Texas Property Code Sections 312.201 and 312.401.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Order to Create Fort Bend County Reinvestment Zone No. 23, located in Precinct 1, for tax abatement purposes pursuant to Texas Property Code Sections 312.201 and 312.401.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- C. Take all appropriate action on the Trademark License Agreement, granting Fort Bend County a non-exclusive, fully transferrable, sublicensable, right and license to use Fort Bend PAWS (Pets are Worth Saving) licensed marks, and granting Fort Bend PAWS a non-exclusive, fully transferrable, sublicensable, right and license to use Fort Bend County Animal Services' licensed marks, at no cost to either party.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve the Trademark License Agreement, granting Fort Bend County a non-exclusive, fully transferrable, sublicensable, right and license to use Fort Bend PAWS (Pets are Worth Saving) licensed marks, and granting Fort Bend PAWS a non-exclusive, fully transferrable, sublicensable, right and license to use Fort Bend County Animal Services' licensed marks, at no cost to either party.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Item 23 continued - County Judge:**

**D. Veteran Service Office: Take all appropriate action on Memorandum of Understanding between Fort Bend County and Combined Arms, Inc. to participate in programs for improved services to military veterans.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Memorandum of Understanding between Fort Bend County and Combined Arms, Inc. to participate in programs for improved services to military veterans.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

Kevin Duffy, COO, Combined Arms spoke on the benefits for veteran services in Fort Bend County. By signing the Memorandum of Understanding, the Fort Bend County Veteran Community will be tied into the broader system of Combined Arms with free access to 47 different organizations and 237 different resources for veterans in the community, at no cost to the County.

Commissioner Meyers noted that Combined Arms absorbed the Lone Star Veterans Association, which is an organization Fort Bend County created several years ago. Commissioner stated the association has been supported over the years and the County will continue the financial support. Commissioner's office is putting together a program called the Vet Connect. The program will connect veterans with the county, the services they provide as well as other nonprofit.

**24. COMMISSIONER, PCT. 3:**

**Take all appropriate action on Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Assistance Districts No. 1, No. 7, No. 9, and No 10, with services to be provided by the Office of the Constable, Precinct 3 effective through September 30, 2019.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Assistance Districts No. 1, No. 7, No. 9, and No 10, with services to be provided by the Office of the Constable, Precinct 3 effective through September 30, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**25. CONSTABLE, PCT. 2:**

**Take all appropriate action on request to transfer the amount of \$35,200, including \$19,200 from Non-Departmental Contingency into accounts detailed on Constable's form dated March 20, 2019 to allocate funds for overtime incurred prior to January 1, 2019, and for the purchase of body armor for deputies.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$35,200, including \$19,200 from Non-Departmental Contingency into accounts detailed on Constable's form dated March 20, 2019 to allocate funds for overtime incurred prior to January 1, 2019, and for the purchase of body armor for deputies.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**26. COUNTY ATTORNEY:**

**A. Take all appropriate action on Resolution and Order decreeing the acquisition of property to be a public necessity and authorizing the acquisition and payment of compensation by record vote for Burney - Old Richmond Road, Mobility Bond Project No. 17207, Pcts 2, 3, and 4.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered, by record vote, to approve the Resolution and Order decreeing the acquisition of property to be a public necessity and authorizing the acquisition and payment of compensation by record vote for Burney - Old Richmond Road, Mobility Bond Project No. 17207, Precincts 2, 3, and 4.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

MOTION PASSES

March 26, 2019

**Item 26 continued - County Attorney:**

**B. Take all appropriate action on the Third Amended Professional Property Services Consulting Agreement between Fort Bend County and Kittelson, LLC, Forensic Transportation Engineering regarding final trial expenses. (Fund: Right of Way)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Third Amended Professional Property Services Consulting Agreement between Fort Bend County and Kittelson, LLC, Forensic Transportation Engineering regarding final trial expenses. (Fund: Right of Way)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**C. Take all appropriate action on Order Revising the Fort Bend County Signage Policy to include inscriptions on County owned or leased vehicles.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Order Revising the Fort Bend County Signage Policy to include inscriptions on County owned or leased vehicles, excluding project signs, other temporary signs and plaques on County facilities.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**27. DISTRICT CLERK:**

**Take all appropriate action on request to create a new fee code for the District Clerk in the amount of \$10 effective April 1, 2019, to recover the costs of taking passport photographs pursuant to Texas Government Code Section 51.3031.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to create a new fee code for the District Clerk in the amount of \$10 effective April 1, 2019, to recover the costs of taking passport photographs pursuant to Texas Government Code Section 51.3031.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**28. ENGINEERING:**

- A. Take all appropriate action on request for temporary road closure, pursuant to Section 251.011 of the Texas Transportation Code, for Greenbusch Road from Gaston Road to Alder Ridge Lane, to be closed during construction; closure to begin April 3, 2019 to June 7, 2019, Mobility Bond Project No. 13312, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
 Duly put and unanimously carried (5-0), it is ordered to approve temporary road closure, pursuant to Section 251.011 of the Texas Transportation Code, for Greenbusch Road from Gaston Road to Alder Ridge Lane, to be closed during construction; closure to begin April 3, 2019 to June 7, 2019, Mobility Bond Project No. 13312, Precinct 3.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- B. Take all appropriate action on Change Order 31 in the amount of \$9,734.54 for payment to Texas Department of Transportation regarding widening of Trammel Fresno Road pursuant to the Advance Funding Agreement approved by Commissioners Court on August 12, 2008, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
 Duly put and unanimously carried (5-0), it is ordered to approve Change Order 31 in the amount of \$9,734.54 for payment to Texas Department of Transportation regarding widening of Trammel Fresno Road pursuant to the Advance Funding Agreement approved by Commissioners Court on August 12, 2008, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 28 continued - Engineering:**

- C. Take all appropriate action on request to purchase Parcel 48 of South Post Oak in the amount of \$20,309 plus necessary closing costs and authorize County Judge to sign all closing documents, Mobility Bond Project No. 13112, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 48 of South Post Oak in the amount of \$20,309 plus necessary closing costs and authorize County Judge to sign all closing documents, Mobility Bond Project No. 13112, Precinct 1. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- D. Take all appropriate action on Amendment to Detention Capacity Easement Agreement between Fort Bend County and Poarch/Swinbank, LLC, for stormwater detention regarding FM 1093/Westpark Extension, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Detention Capacity Easement Agreement between Fort Bend County and Poarch/Swinbank, LLC, for stormwater detention regarding FM 1093/Westpark Extension, Precinct 3.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- E. Take all appropriate action on Agreement Regarding Consideration for Additional Detention Capacity between Fort Bend County and Poarch/Swinbank LLC, in an additional amount of \$652,660 for a total contract amount not to exceed \$1,452,660 regarding FM 1093/Westpark Extension, Precinct 3. (Fund: 2017A Series Road Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement Regarding Consideration for Additional Detention Capacity between Fort Bend County and Poarch/Swinbank LLC, in an additional amount of \$652,660 for a total contract amount not to exceed \$1,452,660 regarding FM 1093/Westpark Extension, Precinct 3. (Fund: 2017A Series Road Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Item 28 continued - Engineering:**

- F. Take all appropriate action on Amendment to Standard Utility Agreement between Fort Bend County and En-Touch Systems in an additional amount of \$8,150.67 for a total contract amount not to exceed \$38,361.39 for utility relocations regarding FM 1093/Westpark Extension Phase II, Precinct 3. (Fund: 2017A Series Road Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Standard Utility Agreement between Fort Bend County and En-Touch Systems in an additional amount of \$8,150.67 for a total contract amount not to exceed \$38,361.39 for utility relocations regarding FM 1093/Westpark Extension Phase II, Precinct 3. (Fund: 2017A Series Road Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- G. Take all appropriate action on modified Advance Funding Agreement (originally approved by Commissioners Court on December 18, 2018), between Fort Bend County and Texas Department of Transportation regarding construction of a storm sewer outfall along FM 1463 near FM 1093/Westpark Extension, Precinct 3. (Fund: Series 2017A Road Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve modified Advance Funding Agreement (originally approved by Commissioners Court on December 18, 2018), between Fort Bend County and Texas Department of Transportation regarding construction of a storm sewer outfall along FM 1463 near FM 1093/Westpark Extension, Precinct 3. (Fund: Series 2017A Road Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 28 continued - Engineering:**

- H. Take all appropriate action on request for variance to the minimum lot size requirement as stated in Section 5.14.E.4, and the dead-end street requirement as stated in Section 5.6.A.2, of the Fort Bend County Regulations of Subdivisions, for Napa Valley, on behalf of American CitiHome Group, Inc., Precinct 4.**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (5-0), it is ordered to approve variance to the minimum lot size requirement as stated in Section 5.14.E.4, and the dead-end street requirement as stated in Section 5.6.A.2, of the Fort Bend County Regulations of Subdivisions, for Napa Valley, on behalf of American CitiHome Group, Inc., Precinct 4.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- I. Take all appropriate action on plat for the roads within Napa Valley, Precinct 4.**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (5-0), it is ordered to approve plat for the roads within Napa Valley, Precinct 4.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- J. Take all appropriate action on plat for the lots within Napa Valley, Precinct 4.**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (5-0), it is ordered to approve plat for the lots within Napa Valley, Precinct 4.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**29. FAIRGROUNDS:**

**Take all appropriate action on request to accept reduced rental fee for use of Building C at the Fairgrounds on June 29, 2019 due to clerical error.**

Moved by Commissioner Morales, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to accept reduced rental fee for use of Building C at the Fairgrounds on June 29, 2019 due to clerical error.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**30. FIRE MARSHAL:**

**Take all appropriate action on request for a Fort Bend County Junkyard and Automotive Wrecking and Salvage Yard License for Texan Auto located at 10011 Highway 6 in Sugar Land, Texas, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve request for a Fort Bend County Junkyard and Automotive Wrecking and Salvage Yard License for Texan Auto located at 10011 Highway 6 in Sugar Land, Texas, Precinct 3.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

Commissioner Meyers stated the firm has met all legal requirements to receive the license and under state law the County is required to grant the license. For the record, Fort Bend County, in recent years, has gone through and tried to establish regulations for the County's junkyards. Commissioner Meyer's office initiated the efforts to come up with regulations and even went to legislature seeking legislation to allow the County to expand this effort. The process is slow and some of the operations have closed because they did not choose to meet all of the County's regulations. All remaining firms will have to meet all the requirements and this firm is one of three firms out of 200 that has met all the requirements.

March 26, 2019

**31. PUBLIC TRANSPORTATION:**

**Take all appropriate action on updated Fort Bend County Public Transportation Department Title VI Program and Compliance Report.**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve the updated Fort Bend County Public Transportation Department Title VI Program and Compliance Report.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**32. PURCHASING:**

**A. Take all appropriate action on request to correct the amount shown on Agenda Item 39N from Commissioners Court on February 26, 2019, for the purchase of full body security scanning for the Sheriff's Office, utilizing the Mid-America Council of Public Purchasing Cooperative contract in an amount not to exceed \$148,370 (instead of \$135,500). (Fund: Sheriff's Office Commissary for initial purchase, Sheriff's Office Detention for future warranty fees)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to correct the amount shown on Agenda Item 39N from Commissioners Court on February 26, 2019, for the purchase of full body security scanning for the Sheriff's Office, utilizing the Mid-America Council of Public Purchasing Cooperative contract in an amount not to exceed \$148,370 (instead of \$135,500). (Fund: Sheriff's Office Commissary for initial purchase, Sheriff's Office Detention for future warranty fees)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- B. Take all appropriate action on First Amendment to Business Agreement between Fort Bend County and National Signs, LLC, utilizing BuyBoard Contract Number 512-16 for additional services for an additional amount of \$1,174.80 for a total contract amount not to exceed \$112,174.80. (Fund: Fairgrounds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Business Agreement between Fort Bend County and National Signs, LLC, utilizing BuyBoard Contract Number 512-16 for additional services for an additional amount of \$1,174.80 for a total contract amount not to exceed \$112,174.80. (Fund: Fairgrounds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- C. Take all appropriate action on Second Amendment to Agreement for Construction of Pinnacle Aquatic Fitness Center, pursuant to RFP 17-025, for additional services for an amount of \$48,215.83, for a total contract amount not to exceed \$1,696,319.22. (Fund: 2015 Facilities Bond, Proposition 1)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement for Construction of Pinnacle Aquatic Fitness Center, pursuant to RFP 17-025, for additional services for an amount of \$48,215.83, for a total contract amount not to exceed \$1,696,319.22. (Fund: 2015 Facilities Bond, Proposition 1)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- D. Take all appropriate action on Agreement for Elevator Maintenance Services between Fort Bend County and Kone Inc., pursuant to US Communities Cooperative Contract EV2516 for an annual amount not to exceed \$147,645. (Fund: Facilities Management and Library)**

Moved by Commissioner Morales, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Elevator Maintenance Services between Fort Bend County and Kone Inc., pursuant to US Communities Cooperative Contract EV2516 for an annual amount not to exceed \$147,645. (Fund: Facilities Management and Library)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- E. Take all appropriate action on Agreement for Transit Operations and Services between Fort Bend County and First Transit, Inc., pursuant to RFP 18-057 for an amount not to exceed \$31,024,370 effective April 1, 2019 through September 30, 2023. (Fund: Public Transportation Grants)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Transit Operations and Services between Fort Bend County and First Transit, Inc., pursuant to RFP 18-057 for an amount not to exceed \$31,024,370 effective April 1, 2019 through September 30, 2023. (Fund: Public Transportation Grants)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- F. Take all appropriate action on Bid 19-016, term contract for Licensed Master Court Interpreter Services for Juveniles.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to award Bid 19-016, term contract for Licensed Master Court Interpreter Services for Juveniles to Manuel Calvillo, the only bidder.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- G. Take all appropriate action on Bid 19-051, term contract for Stationery Printing and Supplies.**

Moved by Commissioner Morales, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to award Bid 19-051, term contract for Stationery Printing and Supplies to Renfro and Company, low bidder meeting specs.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:****H. Take all appropriate action on RFP 19-043 Hazmat Response Vehicle for Homeland Security & Emergency Management.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to negotiate RFP 19-043 Hazmat Response Vehicle for Homeland Security & Emergency Management with Siddons Martin Emergency Group LLC, the highest evaluated respondent.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**I. Take all appropriate action on RFQ 19-024 for Financial Advisors.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), pursuant to RFQ 19-024 Financial Services Advisory Services authorize negotiation of an engagement letter for Financial Advisory Services between Fort Bend County and PFM Financial Advisory Services LLC for Fort Bend County General Obligation Bond transactions and selective transactions as directed by Commissioners Court and also authorize negotiation of an engagement letter for Financial Advisory Services between Fort Bend County and Post Oak Municipal Advisors/YaCari Consultants LLC for transactions involving the Fort Bend County Toll Road Authority and selective transactions as directed by the Commissioners Court and the agreements will be negotiated by the initial evaluation committee and Commissioner Prestage and Commissioner Meyers which will be ratified by Commissioners Court.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- J. Take all appropriate action on Second Amendment to Agreement for Fire & Security Alarm Services between Fort Bend County and Dowley Security Systems, Inc. pursuant to RFP 19-002, to add the Sheriff's Office Administration location in the amount of \$640.64 for the remainder of the 2019 Budget Year, increasing the annual contract amount not to exceed \$286,574.76. (Fund: Facilities Management & Planning)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement for Fire & Security Alarm Services between Fort Bend County and Dowley Security Systems, Inc. pursuant to RFP 19-002, to add the Sheriff's Office Administration location in the amount of \$640.64 for the remainder of the 2019 Budget Year, increasing the annual contract amount not to exceed \$286,574.76. (Fund: Facilities Management & Planning)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- K. Take all appropriate action on Agreement for Janitorial Services at Fort Bend County Justice Center between Fort Bend County and McLemore Building Maintenance, Inc. utilizing The Interlocal Purchasing System Contract 170104, for an amount not to exceed \$26,000 per month or an annual amount not to exceed \$312,000. (Fund: Facilities Management & Planning)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Janitorial Services at Fort Bend County Justice Center between Fort Bend County and McLemore Building Maintenance, Inc. utilizing The Interlocal Purchasing System Contract 170104, for an amount not to exceed \$26,000 per month or an annual amount not to exceed \$312,000. (Fund: Facilities Management & Planning)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- L. Take all appropriate action on Third Renewal to Records Management Master Agreement between Fort Bend County and TRTA, Inc., A Thomson Reuters Business, and sole source provider pursuant to Local Government Code Section §262.024 (a)(7), for maintenance and support services in an amount not to exceed \$123,952.77 for the period of October 1, 2018 through September 30, 2019. (Fund: County Clerk)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
 Duly put and unanimously carried (5-0), it is ordered to approve Third Renewal to Records Management Master Agreement between Fort Bend County and TRTA, Inc., A Thomson Reuters Business, and sole source provider pursuant to Local Government Code Section §262.024 (a)(7), for maintenance and support services in an amount not to exceed \$123,952.77 for the period of October 1, 2018 through September 30, 2019. (Fund: County Clerk)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- M. Take all appropriate action on Agreement for Broker of Record Services between Fort Bend County and McGriff, Siebels & Williams, Inc. pursuant to RFP 19-037, for an annual amount of \$74,000. (Fund: Property & Casualty)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Broker of Record Services between Fort Bend County and McGriff, Siebels & Williams, Inc. pursuant to RFP 19-037, for an annual amount of \$74,000. (Fund: Property & Casualty)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Item 32 continued - Purchasing:**

- N. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of items available from only one source from AWE, Inc. for Early Literacy Stations, warranty and licensing for an amount not to exceed \$60,240. (Fund: Library)**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of items available from only one source from AWE, Inc. for Early Literacy Stations, warranty and licensing for an amount not to exceed \$60,240. (Fund: Library)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- O. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section 262.024 (a)(7) for the purchase of an item available from only one source for database subscriptions from EBSCO Publishing for the Library System, for an amount not to exceed \$88,405.91. (Fund: Library)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Local Government Code Section 262.024 (a)(7) for the purchase of an item available from only one source for database subscriptions from EBSCO Publishing for the Library System, for an amount not to exceed \$88,405.91. (Fund: Library)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- P. Take all appropriate action on request to purchase one (1) bus, for Public Transportation from Texas Bus Sales pursuant to RFP 17-044 in an amount not to exceed \$153,207. (Fund: Public Transportation Grants)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to purchase one (1) bus, for Public Transportation from Texas Bus Sales pursuant to RFP 17-044 in an amount not to exceed \$153,207. (Fund: Public Transportation Grants)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

**Q. Take all appropriate action on request to appropriate funds for annual subscription with Tiburon, Inc., a Trittech Software Systems Company, for an amount of \$323,513.81. (Fund: Information Technology)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to appropriate funds for annual subscription with Tiburon, Inc., a Trittech Software Systems Company, for an amount of \$323,513.81. (Fund: Information Technology)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**R. Take all appropriate action on Change Order No. 1 to increase the contract between Fort Bend County and Allgood Construction Company, Inc. by \$174,298.40 for a total contract amount not to exceed \$2,499,187.29, pursuant to Bid No. 18-063 regarding Beechnut Street, Mobility Bond Project No. 13201, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Change Order No. 1 to increase the contract between Fort Bend County and Allgood Construction Company, Inc. by \$174,298.40 for a total contract amount not to exceed \$2,499,187.29, pursuant to Bid No. 18-063 regarding Beechnut Street, Mobility Bond Project No. 13201, Precinct 2. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- S. Take all appropriate action on Second Amendment to Agreement for Professional Engineering Services between Fort Bend County and Ninyo & Moore Geotechnical and Environmental Sciences Consultants in an additional amount of \$2,000 for a total contract amount not to exceed \$139,400 pursuant to SOQ 14-025 regarding Cane Island Mobility Bond Project No. 13306, Precinct 3. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement for Professional Engineering Services between Fort Bend County and Ninyo & Moore Geotechnical and Environmental Sciences Consultants in an additional amount of \$2,000 for a total contract amount not to exceed \$139,400 pursuant to SOQ 14-025 regarding Cane Island Mobility Bond Project No. 13306, Precinct 3. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- T. Take all appropriate action on Amendment to Agreement for Professional Engineering Services between Fort Bend County and Huitt-Zollars, Inc., in an additional amount of \$88,125 for a total contract amount not to exceed \$451,081.74 pursuant to SOQ 14-025 regarding Grand Parkway (SH 99) and Mason Road, Mobility Bond Project Nos. 17401 and 17403, Precinct 4. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement for Professional Engineering Services between Fort Bend County and Huitt-Zollars, Inc., in an additional amount of \$88,125 for a total contract amount not to exceed \$451,081.74 pursuant to SOQ 14-025 regarding Grand Parkway (SH 99) and Mason Road, Mobility Bond Project Nos. 17401 and 17403, Precinct 4. (Fund: 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 32 continued - Purchasing:**

- U. Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and IDS Engineering Group in an amount not to exceed \$422,500 pursuant to SOQ 14-025 regarding Harlem Road, Mobility Bond Project No. 17402, Precinct 4. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and IDS Engineering Group in an amount not to exceed \$422,500 pursuant to SOQ 14-025 regarding Harlem Road, Mobility Bond Project No. 17402, Precinct 4. (Fund: 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**33. RISK MANAGEMENT:**

- Take all appropriate action on request for extension and/or renewal of Property and Casualty insurance policies expiring April 1, 2019.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
 Duly put and unanimously carried (5-0), it is ordered to approve extension and/or renewal of Property and Casualty insurance policies expiring April 1, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**34. SHERIFF'S OFFICE:**

**Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Houston to participate in the Internet Crimes Against Children Task Force Program in the Houston Metropolitan Area and receive grant funding in the amount of \$146,040 with a cash match of \$48,123 for a total project cost of \$194,163 for the period of March 1, 2019 through August 31, 2020. (Fund: Sheriff's Office)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and City of Houston to participate in the Internet Crimes Against Children Task Force Program in the Houston Metropolitan Area and receive grant funding in the amount of \$146,040 with a cash match of \$48,123 for a total project cost of \$194,163 for the period of March 1, 2019 through August 31, 2020. (Fund: Sheriff's Office)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**35. Approve Bills.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$13,192,510.31.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**36. Ratify the release of time-sensitive disbursements by County Auditor on March 21, 2019.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to ratify the release of time-sensitive disbursements by County Auditor on March 21, 2019 in the amount of \$526,924.54.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**Recess:**

Recessed at 2:05 p.m.

March 26, 2019

**37. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**

**§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**

- A. Cause No. 16-CCV-056539 - State of Texas and Fort Bend County, Texas vs James C. Smith, et al; FM 359 Road Widening Project, Parcel 15, Precinct 1.**
- B. Texas Health & Safety Code: Chapter 711. General Provisions Relating to Cemeteries and Chapter 713: Local Regulation of Cemeteries.**
- C. Texas Government Code Chapter 551, Open Meetings Act.**
- D. Cause No. 18-DCV-255487; Frances Rodriguez vs. Fort Bend County; In the 240th Judicial District Court, Fort Bend County, Texas.**

**Closed Session:**

Convened at 2:19 p.m.  
Adjourned at 2:47 p.m.

**Reconvene:**

Reconvened at 2:49 p.m.

**38. Reconvene Open Session and consider taking action on the following matters:**

**§ 551.071. Consultation With Attorney.**

- A. Cause No. 16-CCV-056539 - State of Texas and Fort Bend County, Texas vs James C. Smith, et al; FM 359 Road Widening Project, Parcel 15, Precinct 1, corrected to Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant  
Duly put and unanimously carried (5-0), it is ordered in Cause No. 16-CCV-056539 - State of Texas and Fort Bend County, Texas vs James C. Smith, et al to authorize the County Attorney to incur litigation expenses for any and all costs of pre-trial, trial and appeal in an amount not to exceed \$8,391.57 in Fund Account No. 100687888 63000 P685-18ROWPurch be designated as the funding source.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

March 26, 2019

**Item 38 continued - Reconvene Open Session:**

**B. Texas Health & Safety Code: Chapter 711. General Provisions Relating to Cemeteries and Chapter 713: Local Regulation of Cemeteries.**

Moved by Commissioner Prestage, Seconded by Commissioner DeMerchant Duly put and unanimously carried (5-0), it is ordered to amend motion approved on February 12, 2019 to authorize the County Attorney to include the City of Sugar Land in the negotiations between Fort Bend County and Fort Bend Independent School District regarding conveyance, construction and maintenance of a memorial park and cemetery at the site of the Fort Bend ISD James Reese Career and Technical Center.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

**C. Texas Government Code Chapter 551, Open Meetings Act.**

No action.

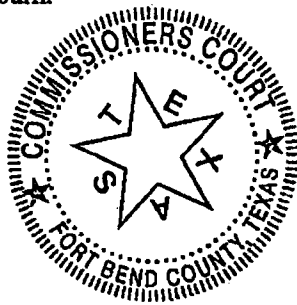
**D. Cause No. 18-DCV-255487; Frances Rodriguez vs. Fort Bend County; In the 240th Judicial District Court, Fort Bend County, Texas.**

No action.

**39. Adjournment.**

Commissioners Court adjourned at 2:52 p.m. on Tuesday, March 26, 2019.

Moved by Commissioner Meyers,  
to adjourn.



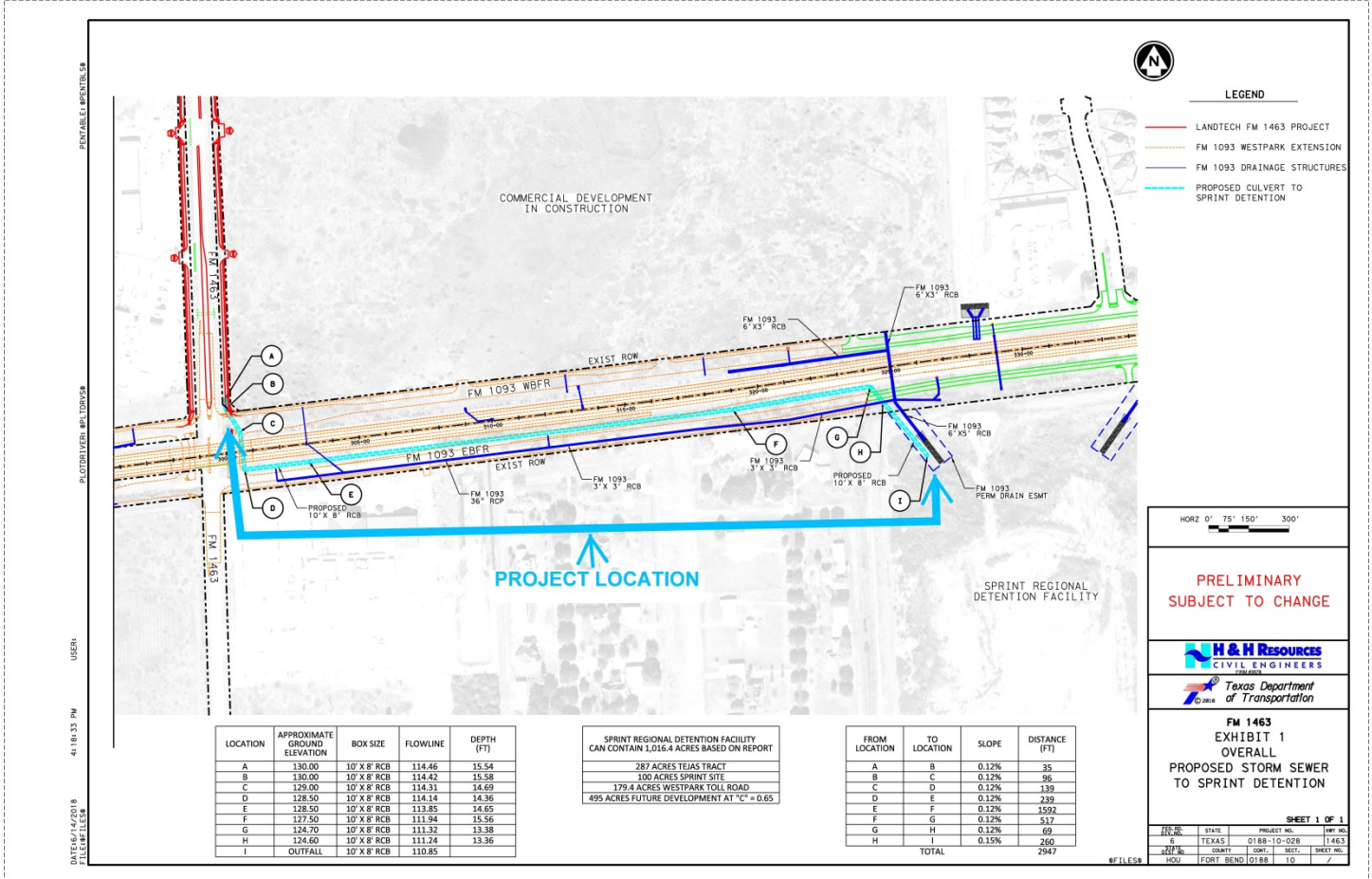
I attest to the accuracy of the foregoing minutes.

*Laura Richard*

Laura Richard, County Clerk, Fort Bend County, Texas

<b>CSJ #</b>	<b>1258-03-044</b>
<b>District #</b>	<b>12 - Houston</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 1463 Outfall</b>

## ATTACHMENT B LOCATION MAP SHOWING PROJECT



<b>CSJ #</b>	<b>1258-03-044</b>
<b>District #</b>	<b>12 - Houston</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 1463 Outfall</b>

## ATTACHMENT C PROJECT BUDGET

The State is responsible for 100% of the Construction costs and associated Direct and Indirect State costs, including overruns. The Local Government is responsible for 100% of the Engineering costs, including overruns.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Engineering (by Local Government)	\$15,000	\$0	\$0	\$15,000
Construction (by Local Government)	\$2,796,254	\$0	\$2,796,254	\$0
Subtotal	\$2,811,254	\$0	\$2,796,254	\$15,000
Environmental Direct State Costs	\$100	\$0	\$100	\$0
Right of Way Direct State Costs	\$100	\$0	\$100	\$0
Engineering Direct State Costs	\$100	\$0	\$100	\$0
Utility Direct State Costs	\$100	\$0	\$100	\$0
Construction Direct State Costs	\$500	\$0	\$500	\$0
Indirect State Costs	\$26	\$0	\$26	\$0
<b>TOTAL</b>	<b>\$2,812,180</b>	<b>\$0</b>	<b>\$2,797,180</b>	<b>\$15,000</b>

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State: \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.