

March 3, 2010

Common Operating and Maintenance Costs

HCCS and Fort Bend County Libraries for the Sienna Branch Library			<u>2011</u>
Salaries/Benefits	- Full Time and Part Time		\$1,316,189
Fees	- Security Gates/Self Checks Maintenance		\$0
	Elevator Maintenance/Annual Inspection *		\$1,835
	HVAC Maintenance *		\$8,600
	Dumpster		\$696
	Cisco Hardware Maintenance		\$9,818
	Comprise PC Mgt.		\$0
	Coin Copiers Maintenance		\$2,050
	Security Cameras / Badge Access Maintenance		\$6,200
	Fire Alarm System Annual Inspections/Monitoring Fees *		\$1,306
	Fire Extinguishers Annual Inspections *		\$175
	Building/Equipment Repairs *		\$2,000
Utilities	- Costs are not in Library budget, facilities pay these.*		\$144,780
Office Supplies	- Books/AV additions and replacements		\$200,000
Operating Supplies	- Building Maintenance Supplies		\$1,000
	-Light Replacements *		\$1,300
	- Material Processing Supplies *		\$20,000
Repairs & Maintenance	- Building Repairs		\$10,000
	-Pest Control		\$200
	-Janitorial Services and Supplies		<u>\$29,020</u>
TOTALS			\$1,755,169
Building sq ft =44,989	HCC sq ft =6,582	15%	\$263,275

***Estimated Costs Based on Cinco Ranch Branch**

Extended Hours Costs – base staff plus benefits for those extra hours open, estimated at this time to be 19 hours per week. No charge when HCC is closed, based on school's annual calendar. **\$80,770**

FORT BEND COUNTY/HOUSTON COMMUNITY COLLEGE SYSTEM
LIBRARY COST SHARING/JOINT USE AGREEMENT

WHEREAS, the Houston Community College System ("HCCS") has acquired approximately fifty acres from Sienna/Johnson North, L.P. for the development of a community college campus in Fort Bend County; and

WHEREAS, under its contract with Sienna Johnson North, L.P., HCCS has the right to convey a four and one-half acre tract to Fort Bend County (the "County") for the purpose of providing educational services including a library; and

WHEREAS, the County seeks to construct and operate a library within the rapidly growing area of Missouri City and Sienna Plantation; and

WHEREAS, HCCS seeks a library facility that can be utilized by its students in Fort Bend County; and

WHEREAS, the County and HCCS believe that the interest of the people of Fort Bend County and the Fort Bend students of HCCS can be best served by the joint construction and operation of a library facility (the "Library") that will serve the people of Fort Bend County generally and the Fort Bend students of HCCS specifically; and

WHEREAS, HCCS and the County have the authority to jointly construct and operate a library pursuant to Texas Government Code Chapter 791. NOW, THEREFORE,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits in this Agreement, HCCS and the County contract and agree as follows:

Section 1. Conveyance of Library Site. As consideration for the County's agreement to construct the Library, HCCS agrees to convey the approximately four and one-half acre tract, more particularly described in Exhibit "A" hereto (the "Library Site") to the County for the exclusive purpose of constructing the Library. Further, HCCS will convey any and all necessary or required rights-of-way and easements, utility or otherwise, out of the tract from which this 4.5 acre tract is taken or from other land owned by HCCS. Fort Bend County will be responsible only to provide "tap/connection fees" necessary to

serve the 4.5-acres tract. HCCS shall prepare and execute all of the necessary documents for the conveyance. The Library Site shall be conveyed to the County and recorded within the real property records of Fort Bend County within thirty days of the execution of this Agreement.

The County agrees to compensate HCCS for the actual cost to acquire the Library Site (the "Land Cost Contribution"). For the purposes of this Agreement, the County and HCCS agree that the Land Cost Contribution is \$363,000.00. Instead of making a payment directly to HCCS, the County shall treat the Land Cost Contribution as a credit against the HCCS share of the cost to design and construct the Library as provided in Section 4 hereof.

Section 2. Pro Rata Share. The County and HCCS agree that the Library shall be designed to be an approximately 43,858 square foot structure, with approximately 8,860 square feet of the structure defined as incremental costs associated with the use by HCCS.

Except as specifically stated elsewhere herein, it is the intention of the County and HCCS that the cost to construct and operate and maintain the Library shall be shared on a pro rata basis. Based on the total size of the Library building and the incremental use associated with HCCS's use, the initial determination of respective Pro Rata Shares is 79% for the County and 21% percent for HCCS. As used in this Agreement, and except as provided in Section 3, the term "Pro Rata Share" shall be determined after the final design of the Library is approved by the County and HCCS and the exact square footage is determined based on the approved final design.

Section 3. Design of the Library. Within thirty days of the execution of this Agreement, the County shall engage an architectural or design/build firm (the "Design Firm") to proceed with the design of the Library. The County and HCCS shall appoint a representative to attend any meetings with the Design Firm to discuss the design of the Library. A copy of the final design shall be presented to HCCS and the County for approval. Upon receipt of written approval of HCCS, the County shall proceed to construct the project based on the approved design, with the costs shared according to the Pro Rata Shares. When the County and HCCS agree on the final design, the cost for design shall be shared based on the Pro Rata Share as determined by the final design and the Land Cost Contribution shall be applied toward HCCS's design costs. Notwithstanding anything to the contrary contained herein, including Section 2 above, HCCS's pro rata share for the design and construction of the Library shall not exceed 1.2 million dollars, inclusive of the Land Cost Contribution.

Section 4. Construction of the Library. Within thirty days of the written approval of HCCS of the final design of the Library, the County shall initiate the bid process for the construction of the Library. The County agrees to comply with applicable law regarding construction of the Library and will select the method of awarding the construction contract for the Library.

The County shall send HCCS a detailed summary of the cost to construct the Library within five business days of receipt of the bid tab or cost estimate from the contractor. Such summary shall include all construction related costs including but not limited to estimated construction amount, engineering fees, testing, tap/connection fees and specify the Pro Rata Share of the County and HCCS and shall apply any remaining portion of the Land Cost Contribution as credit against the Pro Rata Share of HCCS. HCCS shall have ten business days to review and comment on the cost estimate and to provide any written comments to the County. After incorporating any reasonable comments from HCCS, the County shall provide a breakdown of the final cost estimate to HCCS and HCCS shall advance funds to cover the HCCS Pro Rata Share (after applying any remaining portion of the Land Cost Contribution) of the cost to construct the Library within ten business days of submission of the final cost estimate. The County shall hold the funds advanced by HCCS in a separate account dedicated exclusively to fund the construction of the Library.

Within ten days of receipt of funds from HCCS, the County shall execute the construction contract for the Library and shall issue a notice to proceed. The County shall provide HCCS with a copy of any pay estimates or other reports received regarding progress with construction of the Library. The County may approve any individual change order that does not exceed \$5,000 within its discretion. Any change order in excess of \$5,000 must be approved in writing by HCCS. Any change order that relates exclusively to the HCCS use of the Library shall be at the sole cost of HCCS.

Upon completion, the County shall perform an audit of the funds expended for construction of the Library. Based on said audit, the County shall return any cost savings to HCCS within thirty days of the submission of the audit. If the costs of construction exceed the amount allocated by HCCS and the County due to change orders, the County shall provide HCCS with a summary of such costs and HCCS shall pay such additional amounts within thirty days of completion of the audit and the submission of the additional amount payable.

Notwithstanding anything to the contrary contained herein, including Section 2 above, HCCS's pro rata share for the design and construction of the

Library shall not exceed 1.2 million dollars, inclusive of the Land Cost Contribution.

Section 5. Furniture, Fixtures & Equipment. The County shall be responsible for the selection of, cost to purchase and the replacement of all furniture, fixtures and equipment ("FF&E") necessary for the effective operation of the Library, including the cost to equip and maintain the County computer lab room, which will be designed for wireless access to the internet and contain outlets for the use of laptop computers. HCCS will have a separate computer lab that is only available to HCCS students and HCCS shall be solely responsible for the costs to equip its computer lab. HCCS shall coordinate its computer lab room furnishings with the other portions of the Library.

The County and HCCS agree to consult on the acquisition of FF&E in order to realize any potential cost savings. Each party shall be responsible for the cost of their own computer network equipment, network telecommunications costs and internet service provider. The cost of all audio-visual equipment, video-conferencing equipment and satellite access equipment will be included in the FF&E. Before the acquisition, the parties shall agree on the design, make and model of such technology equipment.

Section 6. Collections; Circulation & Catalogs; Electronic Resources; Security. The County shall be responsible for selecting and costs for all materials and designating quantities that will make up the public library "Opening Day Collection." HCCS shall be responsible for selecting and costs for all materials and designating quantities that will make up the specific titles for the college library "Opening Day Collection." The County shall be responsible for the acquisition (ordering) of the Library collections for both entities, including books, materials, prints, catalogs, periodicals and audio visual materials (collectively, the "Collection Materials"). The "Opening Day Collection" in its entirety shall include any items that would be considered as required to open and operate a public library and a community college library, and will include, but not be limited to, books, materials, prints, catalogs, periodicals and audiovisual materials. All Collection Materials shall be the property of the County and will be catalogued and classified according to the County's catalogue and classification system (which is currently the Dewey Decimal System). The County will purchase, catalog, and process all titles according to profiles established by the County and accepted by HCCS. Materials specifically purchased for the reserve or special collections of HCCS that will be shelved in a HCCS workroom will remain property of HCCS and be purchased, cataloged and processed by HCCS.

The County will install a Radio-Frequency ID materials theft-detection, or other, system for Collection Materials.

The Library will use the County's integrated library system (which is currently Horizon) for basic circulation procedures such as placing requests and check in and out of library materials. The County and HCCS will maintain and pay for their own catalog system, with access to both catalogs available from all computers in the Library. If requested by HCCS, the County will export records for the Library collection to HCCS for addition to the HCCS catalog.

Each party will maintain its own network and database. The County shall utilize a "Voice-Over-IP" phone system. HCCS shall notify the County of its preferred phone system before the design of the Library is finalized.

Security for the Library will be include a keyed and computer-card access. The County shall maintain master custody of the keys and operation of the computer-card access. The County shall provide keys and computer-card access to on-site HCCS employees and appropriate off-site HCCS employees.

Section 7. Joint Operation of Library. The Library shall be operated for the use of the citizens of Fort Bend County and the students, faculty and administration of HCCS. The parties agree that the cost to operate and maintain the Library shall be shared based on the parties' Pro Rata Share.

In order to consult regarding the sharing of joint operation and maintenance costs, the County and HCCS shall establish a Library Operations Committee consisting of four (4) representatives of each party (four from HCCS and four from FBCL). The Library Operations Committee shall meet on a monthly basis or as needed to review issues affecting the operation and maintenance of the Library. All matters of the Library Operations Committee shall be approved on a majority vote. The Library Operations Committee shall annually prepare within ninety days of the beginning of the County's fiscal year for approval by the County a budget for the common costs of the operation and maintenance of the Library and any additions or replacements to the Collection materials. Based on such budget, the County Commissioner's Court shall adopt the budget. Based on the approved budget, HCCS and the County shall appropriate funds sufficient for the joint operation of the Library and HCCS agrees to advance the funds to the County for its Pro Rata Share of the budgeted annual operation and maintenance cost for the Library. The County agrees to use such funds exclusively for the operation and maintenance of the Library. The County shall be responsible for payment of all bills received for the operation and maintenance of the Library.

The County Auditor shall allocate the advanced prorata share operating funds from HCCS as a supplement to the library operations budget. After the close of each County fiscal quarter, a quarterly expenditure analysis will be prepared by the County Auditor to compare actual quarterly expenditures to the contribution from HCCS. The County Auditor will submit either a request for additional funds or a refund of any surplus along with a copy of the analysis if a material difference is identified. After the close of the County fiscal year, a final expenditure analysis will be prepared by the County Auditor to compare actual annual expenditures to the contribution from HCCS. The County Auditor will submit either a request for additional funds or a refund of any surplus along with a copy of the analysis. Any additional payment shall be due within 30 days of the date of the request for additional funds.

The County shall provide staff and operate the Library in accordance with the standard rules and procedures that the County uses for other county libraries, including hours of operation, circulation policies and procedures and rules and regulations regarding use of meeting space. The priority for use of the meeting room spaces shall be first for County programmed events, second for HCCS events and third for community events. Notwithstanding this priority ranking, once a meeting room has been appropriately reserved, the reserving party cannot be displaced solely upon the basis of a higher priority ranking by another entity. HCCS shall provide personnel who will serve on-site as liaison between the HCCS college students and faculty and will recommend any restrictions on usage and circulation of reserve materials. The Library Operations Committee shall from time to time consult regarding procedures and rules for use of meeting space and operational issues in general. HCCS may request that the Library be kept open beyond its regular hours of operation; provided, however, that HCCS shall reimburse the County for the cost for the operation of the Library in the extend hour periods. However, the Library will be closed on official County library holidays.

Section 8. Representations. The County and HCCS each represents that it has the legal authority to enter into and execute the terms of this Agreement and that it has funds available to provide for the construction and operation of the Library.

Section 9. Assignability. This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

Section 10. No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant,

or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

Section 11. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Section 12. Merger. This Agreement embodies the entire understanding between the parties with respect to the Library, and there are no prior effective representations, warranties or agreements between the parties with respect to the Library. This Agreement shall supersede and replace all previous agreements pertaining to the Library between any of the parties hereto.

Section 13. Notices. Notices required or permitted to be given by any party to the other hereunder, including bills, shall be deemed to have been received by the party or entity to whom they are sent, within five (5) days after their deposit in the United States Mail, properly stamped and addressed. The parties shall have the right from time to time to change their respective address and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party. Notices shall be in writing and shall be mailed to the parties at the following address:

If to the County, to:

Fort Bend County
Library Services
George Memorial Library
1001 Golfview
Richmond, Texas 77469
Attn: County Librarian

With a copy to:

Fort Bend County Commissioner Precinct 2
303 Texas Parkway
Missouri City, Texas 77459

If to HCCS, to:

Houston Community College System

3100 Main Street
Houston, Texas 77002
Attention: Vice Chancellor

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in duplicate originals, each of equal dignity, as of the date and year of the second party to sign.

FORT BEND COUNTY

By: _____

Robert E. Hebert
County Judge

Attest: _____

Dianne Wilson, PhD
County Clerk

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____

Printed Name: Bruce Leslie

Title: Chancellor

Attest: _____

Name: _____

Title: _____