

**FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM**

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

Date Submitted: 11/18/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 11/24/09	Department: COMMISSIONER, PCT. 4
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Interlocal Project Agreement between Fort Bend County and University of Houston System to provide assistance with the installation of a temporary overflow parking lot at the University of Houston Sugar Land Campus.

RENEWAL AGREEMENT/APPOINTMENT	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

12-11-04 3 origs. ret. to Nicole at Co. Attorney

County and SYSTEM understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of SYSTEM.

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II. PURPOSE

The purpose of this Project is to provide assistance with the installation of a temporary overflow parking lot ("Project.")

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2010 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party. Upon notice, County shall immediately discontinue all services affected unless the notice directs otherwise.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as the installation of a temporary overflow parking lot ("Project"). This Project will be an unlighted day lot.

V. PROJECT LOCATION

The location for the Project is the University of Houston Sugar Land Campus situated between Highway 59, University Drive, and the Brazos River in the City of Sugar Land, Texas, and more specifically behind the Brazos Hall academic building ("Project Site").

VI. SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide, at its sole expense, up to 171 equipment hours at \$35.00 per hour, up to 171 man hours of labor at \$15.00 per hour, up to \$-0- in materials and up to \$-0- in cash to SYSTEM, for a total expenditure not to exceed **\$8550.00**.

At County's sole expense, County will furnish the labor and equipment necessary to perform its responsibilities under this Agreement. County will load any excavated material required by SYSTEM to be moved, onto trucks provided by SYSTEM.

SYSTEM'S RESPONSIBILITIES:

SYSTEM agrees to arrange and pay for the crushed concrete (gravel) (currently estimated at \$22,700) necessary for the Project and to arrange and pay for moving by truck the crushed concrete (gravel) such material to the Project site (currently estimated at \$8740).

SYSTEM will pay for services received from System's appropriation items or accounts from which like expenditures would normally be paid.

SYSTEM will coordinate the efforts of County and SYSTEM personnel for scheduling purposes. SYSTEM will furnish the crushed concrete (gravel) to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. SYSTEM will provide trucks at System's cost to haul any excavated materials System needs to have moved. Such materials will be excavated and loaded onto SYSTEM trucks by County. The number of trucks furnished by SYSTEM will be sufficient to allow County personnel to work in a continuous, uninterrupted manner.

SYSTEM will advise COUNTY on the design of the Project. SYSTEM shall approve the grading, elevation, and the size of any channels and any associated structures County is responsible for constructing. If necessary, SYSTEM will furnish to County the initial on-ground survey alignment; ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

SYSTEM will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

SYSTEM agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

SYSTEM will notify County within ten (10) business days of the completion of the Project of any complaints that SYSTEM may have regarding the Project. Upon completion of the Project, SYSTEM will, at its sole expense, be responsible for the maintenance of the Project.

VII. MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

SYSTEM and County have each sought review and approval of its respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise with regard to the labor and equipment necessary to complete the Project.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to University of Houston- Sugar Land:
14000 University Blvd.
Sugar Land, TX 77479
ATTN: UH System Vice Chancellor

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



Robert Hebert, Fort Bend County Judge

11-24-09

Date

Attest:



Dianne Wilson, Fort Bend County Clerk

UNIVERSITY OF HOUSTON SYSTEM:

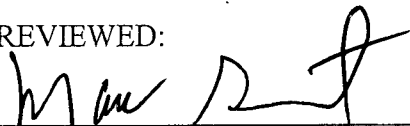


11/17/09

Date

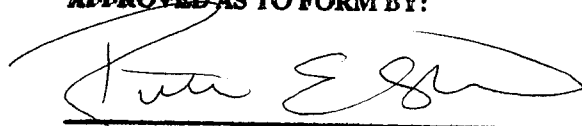
Printed Name, Title

REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

APPROVED AS TO FORM BY:



**OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEMS**

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$8550.00.00** to accomplish and pay the obligation of Fort Bend County under this Project Agreement.



Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE INTERLOCAL PROJECT AGREEMENT BETWEEN
FORT BEND COUNTY AND THE UNIVERSITY OF HOUSTON- SUGAR LAND**

On this the 24 day of November, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the University of Houston- Sugar Land for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.