

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: May 19, 2010

Submitted By: Laura Dougherty
 Department: Facilities Management & Planning
 Phone Number: 281-633-7017

Court Agenda Date: May 25, 2010

SUMMARY OF ITEM: Deliberate and take all appropriate action on the Facilities Extension Agreement at the location of Williams Way Blvd and Legion Dr., Richmond, TX. for the Justice Center with CenterPoint Energy Houston, LLC.

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

List Supporting Documents Attached: Facilities Extension Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 734418888 Account Number:
 Activity (If Applicable): P418-09JCOMPLEX

DESCRIPTION OF LAWSON ACCOUNT: Justice Center

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

If by Fax to (281) 341-8609

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

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

RECOMMENDATION / ACTION REQUESTED:

6-3-10 3 origs. ret. to Laura
 at Facilities

Special Handling Requested (specify):

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____
Fort Bend County, herein called "Retail
Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter
referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade,
conversion, relocation, de-energization or removal of Company's Delivery System, including temporary
facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
Williams Way Blvd. and Legion Dr.; Richmond, TX

The Company agrees to accept payment of _____ \$33,500 Dollars
to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection
with the Retail Customer request to extend Company facilities to the above described location as
follows: CUSTOMER RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN
STANDARD UNDERGROUND SERVICE AND REQUESTED UNDERGROUND
SERVICE. THERE ARE NO OVERTIME PREMIUMS INCLUDED WITHIN THIS
COST DIFFERENCE.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer
prior to commencement of construction, Company agrees to install and operate lines and
equipment necessary to distribute electric service to the identified location under the following
General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC


By 

Adewemimo Oyekenu
(name printed or typed)

Title Engineer

Date 5/11/10


FORT BEND COUNTY

Retail Customer
By 

Robert Hebert
(name printed or typed)

Title County Judge

Date 5-25-2010

	<p>P.O. Box 1700 Houston, TX 77251-1700 3000-A Harrisburg Blvd Houston, TX 77003 713 207 6162 Fax: 713 207 9140 Cellular: 713 249 6595 Adewemimo.Oyekenu@ CenterPointEnergy.com</p>
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EXPIRATION DATE ATTACHMENT

This addendum is attached to a *Facilities Extension Agreement*, for work or service to be performed at the following location:

Williams Way Blvd and Legion Dr.; Richmond, TX

The estimate of costs provided by CenterPoint Energy on the parent document is valid for a period of one year from the date the agreement is signed by an authorized agent of the Company. After expiration of the one year period, a new cost estimate must be prepared and a new agreement, as to the cost and scope of the work to be performed by the Company, must be reached between the parties before the Company is obligated to proceed with the work under this agreement.