

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT FOR SALE/REMOVAL OF COUNTY PROPERTY

This Agreement (this "Agreement") by and between the **UNIVERSITY OF HOUSTON – CLEAR LAKE**, ~~a system of public institutions of higher education and agency for the State of Texas under Chapter 111-20~~ of the Texas Education Code ("UHCL") and **FORT BEND COUNTY, TEXAS**, a governmental subdivision of the State of Texas ("County")(collectively, the "Parties").



WITNESSETH:

WHEREAS, County has sold to UHCL certain courtroom furniture ("Property") located on the 6th Floor of the William B. Travis Building, 301 Jackson, Richmond, Texas, ("Location") as detailed below.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereby agree as follows:

I.
GENERAL PROVISIONS

- 1.01 County owns and controls the Property, and consent or authorization is or shall be necessary to enable UHCL to enter upon or use the Property for the purpose stated herein.
- 2.01 UHCL and its employees, agents, contractors and suppliers are hereby granted permission to enter the Location for the purpose of disassembling and removing the Property.
- 2.02 UHCL shall use reasonable care to prevent damage to the Location.
- 2.03 To the extent authorized by the Constitution and laws of the State of Texas, UHCL shall be responsible for any direct extraordinary damages it wrongfully causes and shall reimburse County for any resulting reasonable repairs made by County upon completion of the state purpose of this Agreement.
- 2.04 UHCL shall reimburse County for any reasonable repairs made to the Property within thirty (30) calendar days of receipt of invoice.

III.
CONSIDERATION

- 3.01 In exchange for the Property as described in this agreement, UHCL shall pay the sum of \$1000.00 to County.
- 3.02 Payment by UHCL shall be made to County no less than thirty (30) business days before access to the Property is made available to UHCL, except as otherwise agreed to in writing by the Parties.

IV.
TERM

- 4.01 The term of this Agreement shall commence on May 23, 2012, and shall terminate at on June 23, 2012, unless sooner terminated as provided in this Agreement.
- 4.02 This Agreement may be terminated at any time, for any reason, by either party by giving verbal notice to the other party.

V.
LIABILITY INSURANCE

UHCL has informed County that UHCL maintains a reasonable and prudent program of insurance and self insurance. UHCL shall insure and self-insure for the duration of this Agreement, at UHCL's sole expense, to at least the extent of One Million (\$1,000,000) dollars in Commercial General Liability and Workers' Compensation insurance. UHCL shall notify County in writing immediately regarding any change in its insurance or self insurance program.

VI.
MISCELLANEOUS

- 6.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Fort Bend County, Texas.
- 6.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.03 UHCL shall comply with all applicable laws, ordinances and codes of the State of Texas.
- 6.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 6.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both Parties hereto.
- 6.06 This Agreement shall be binding on the heirs, successors and assigns of the Parties hereto. UHCL shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the either party.

VII.
INDEPENDENT CONTRACTOR

- 7.01 In the performance of work or services hereunder, UHCL shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of UHCL or, where permitted, of its subcontractors.

7.02 UHCL and its agents, employees, officers or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

**VIII.
NOTICES**

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

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

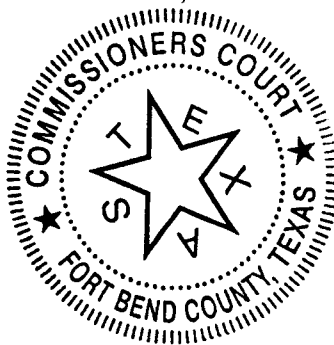
Notices to UHCL shall be delivered to:

~~Dan Wilson~~ *Glen Houston, Assoc. VP Information Resources*
~~Director of Planning, Design and Contract Administration.~~
University of Houston Clear Lake
2700 Bay Area Blvd
Houston TX 77058



**IX.
EXECUTION**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.



FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 5-22-2012

ATTEST: *Dianne Wilson*
Dianne Wilson, County Clerk

UNIVERSITY OF HOUSTON CLEAR LAKE

By: *Jeanne Cumpian, CTPM*

Date: 5-16-12

APPROVED AS TO FORM BY:
Paul E. Sheer
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEMS