

THE STATE OF TEXAS

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the UNIVERSITY OF HOUSTON SYSTEM ("University"), a system of public institutions of higher education and agency for the State of Texas under Chapter 111.20 of the Texas Education Code.

**RECITALS:**

WHEREAS, County operates a Park and Ride from the parking lot of University's Sugar Land campus (the "Site"); and

WHEREAS, County and University wish to install a parking lot security video recording system (the "System") at the Site; and

WHEREAS, County and University believe it is in their best interests to enter into this Agreement to protect the public and public property at the Site.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**ARTICLE I**  
**RESPONSIBILITIES OF COUNTY**

- 1.1 Supply and install the System at the Site. The selection of the System will be at the sole discretion of the County. Cameras will be installed on existing light poles at the Site. A switch and recording device will be installed at an agreed upon location at the Site. System may use wired or wireless connections which may include a roof mounted antenna. The antenna's location and installation method must be approved by the university.
- 1.2 Maintain and repair the System as necessary, at the sole discretion of County.
- 1.3 Provide University with access to view video recorded on the System at the Site.
- 1.4 Retain ownership of the System and any related equipment provided by County.
- 1.5 Remove or abandon the System to University upon termination of the Agreement, at the sole discretion of the County.
- 1.6 Pay the one-time costs associated with connecting to the University's internet connection.

**ARTICLE II**  
**RESPONSIBILITIES OF UNIVERSITY**

- 2.1 Provide a proper and secure location for the System.
- 2.2 Supply electrical power for the System at University's sole expense.
- 2.3 Supply and maintain an internet connection suitable to provide County remote access to the System, at University's sole expense.
- 2.4 Provide County access to the Site and other University facilities as needed to install, maintain, repair, or remove equipment, within one business day of request.
- 2.5 Add any additional cameras or functionality to the System that would enhance the System, subject to prior approval of County.
- 2.6 Obtain written authorization from County prior to releasing any video recorded by the System.

**ARTICLE III**  
**TERM**

- 3.1 The term of this Agreement shall be for one (1) year from the date of execution of the last party hereto. The Agreement shall automatically renew for additional one (1) year terms under the same terms and conditions until terminated in accordance with Section 3.2.
- 3.2 The Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.

**ARTICLE IV**  
**INSURANCE AND LIABILITY**

- 4.1 County and University are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self insured for all claims falling within the Texas Tort Claims Act.
- 4.2 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

**ARTICLE VI**  
**CONTRACT ADMINISTRATION**

- 5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in

writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- 5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street, Suite 719  
Richmond, Texas 77469

University: University of Houston Sugar Land  
Richard Phillips, 14000 University Blvd.  
Sugar Land, Texas 77479

- 5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
- 5.4 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 5.5 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **ARTICLE VI**

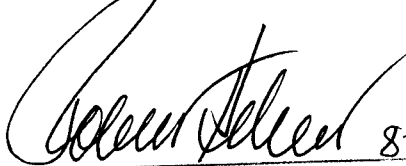
#### **MISCELLANEOUS**

- 6.1 Each party shall make payments from current revenues available to the party.
- 6.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 6.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.
- 6.4 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

- 6.5 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.6 This Agreement cannot be assigned by either party.
- 6.7 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 27<sup>th</sup> day of August, 2013.

FORT BEND COUNTY

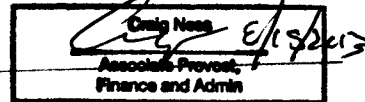
  
 Robert E. Hebert, County Judge

THE UNIVERSITY OF HOUSTON  
 SYSTEM

Authorized Agent- Signature


Authorized Agent- Printed Name

Title



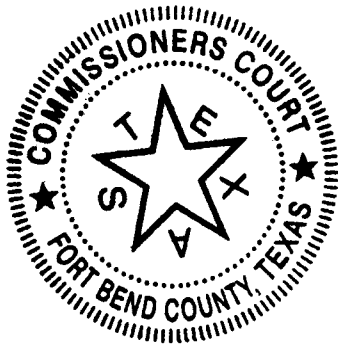
Date

ATTEST:

  
 Dianne Wilson, County Clerk

APPROVED AS TO FORM BY

  
 OFFICE OF THE GENERAL COUNSEL  
 UNIVERSITY OF HOUSTON SYSTEM



SIGNED ON BEHALF OF THE UNIVERSITY,  
 A TEXAS STATE INSTITUTION OF HIGHER  
 EDUCATION AND SUBJECT TO APPLICABLE  
 TEXAS STATE LAW.