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§ KNOW ALL MEN BY THESE PRESENTS:
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This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the University of Houston System, a system of public institutions of higher education and agency of the State of Texas under Chapter 111.20 of the Texas Education Code ("University") acting by and through its Board of Regents.

I. BASIC TERMS

County and University affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor University intends for any third party to obtain a right by virtue of this Agreement.

University agrees that County is relying upon University for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and University 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 University.

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

II. PURPOSE

The purpose of this Project is to provide assistance with building an overflow parking lot.

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, 2014 or until the Project is completed, whichever is later. 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 providing assistance with building a crushed concrete parking lot approximately 560'x240', ("Project").

V. PROJECT LOCATION

The location for the Project is University of Houston, Sugar Land on University Boulevard, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 1053 equipment hours at \$35.00 per hour, up to 1053 man hours of labor at \$15.00 per hour, up to \$0.00 in materials and up to \$0.00 in cash to University, for a total expenditure not to exceed **\$ 52,650.00**

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

UNIVERSITY'S RESPONSIBILITIES:

University agrees to assume all material costs.

At University's sole expense, University will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. University will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and University personnel. University will direct and be solely responsible for the overall Project. University will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, University will provide sufficient labor and equipment to haul any materials excavated and loaded onto University trucks by County. The number of trucks furnished by University will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. University will schedule its labor and equipment to correspond to County's schedules.

If necessary, University will, at its sole cost and expense, be responsible for the design of the Project. If necessary, University will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, University 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.

University 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.

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

University will notify County within ten (10) days of the completion of the Project of any complaints that University may have regarding the Project. Upon completion of the Project, University 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.

University agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; University and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

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

14000 University Blvd.
Sugar Land, TX 77479

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

FORT BEND COUNTY

Robert Hebert
Robert Hebert, Fort Bend County Judge

Attest:

Dianne Wilson
Dianne Wilson, Fort Bend County Clerk

UNIVERSITY OF HOUSTON | SYSTEM

Paula M. Short
Signature

Dr. Paula M. Short
Name and Title SVC/SVP & Provost

Attest:

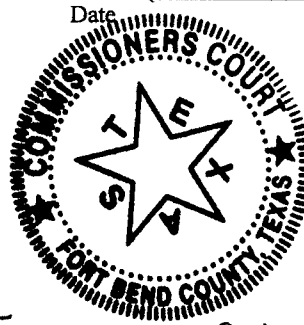
Signature

Name and Title

REVIEWED:

Marc Grant
Marc Grant, Fort Bend County Road Commissioner

June 24, 2014
Date



6-12-14
Date

APPROVED AS TO FORM BY:
(AS MODIFIED) BY:

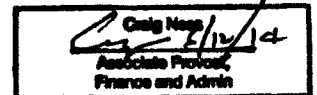
Richard Church
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

6/11/14

R. Richard Church, Ph.D.

Associate Provost for
Faculty Development & Fac. Affairs

06/12/14



AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$52,650.00 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor