

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR COMMUNITY PROGRAMS
BETWEEN FORT BEND COUNTY AND
FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement is made by and between **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and **Fort Bend Independent School District** ("FBISD") acting by and through its County of Directors.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services;

WHEREAS, the County by and through the Fort Bend County Library system can provide after quality and educational programming for the community served by FBISD;

WHEREAS, such programming promotes education success and personal development for program participants;

WHEREAS, FBISD is located within areas served by County; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the Parties hereby agree as follows:

I. Scope of Service

County will assist FBISD by providing personnel, space or other agreed upon resources to deliver educational programming in the FBISD community. Location and programming shall be scheduled and managed by mutual agreement between the County Librarian and FBISD representatives. Locations may be at sites owned by either Party or as otherwise agreed to by the Parties. Programming will be community oriented which may include, but are not limited, to those Activities identified in Exhibit A to this Agreement.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from the date of execution by the last party through September 30, 2019. Thereafter, the Agreement will automatically renew under the same terms and

conditions for additional one year terms each October 1 unless terminated by a Party as provided in this Section.

III. Compensation

Any costs incurred by County will be invoiced to FBISD for the actual amount incurred and are payable within 30 days of the date of invoice. The Parties agree that reimbursement for actual cost is fair compensation for the services or functions performed under the Agreement for the services to be provided and must be from current revenues available to FBISD.

IV. Relationship of Parties

- A. The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to County shall be sent to:

Fort Bend County
Attn: County Judge
401 Jackson
Richmond, Texas 77469

- C. Notice to FBISD:

Fort Bend ISD
Attn: Director of Student Affairs
16431 Lexington Boulevard
Sugar Land, Texas 77479

- D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. FBISD shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage and limits of coverage. FBISD shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. FBISD shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- B. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. County, its' elected and appointed officials, employees and volunteers shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of FBISD shall contain a waiver of subrogation in favor of County and members of the County.
- F. If required coverage is written on a claims-made basis; FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law, FBISD agrees to promptly defend, indemnify and hold County and the County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from the negligent or willful act or omissions of the FBISD, its agents, officers, and or employees in the performance of this Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law

or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both Parties .
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the Parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The Parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

FORT BEND COUNTY:

Attest:


Robert Hebert
County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND INDEPENDENT SCHOOL DISTRICT:

Attest:


Date:  11-2-8

AUDITOR'S CERTIFICATE

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

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A
ACTIVITIES

Summer Reading Club	FBCL librarians and staff visit multiple schools during the Spring to market SRC programs and activities. Teams of FBC staff visit classrooms, perform puppet shows, booktalks, offer handouts and calendars and/or demonstrate library databases and services.
Teen Book Club	FBCL staff meets with teens during their lunch periods to choose titles for the book club. Staff returns to discuss content and encourage students to continue to read.
Volunteers	FBISD transports a small team of students to the library to learn basic skills such as shelving library books or crafts, etc.
Outreach	<p>FBCL staff attends Parent Night and PTA activities, participate in Reading Nights, participate in New Teacher Orientation when Invited, attend Back-to-School activities, etc.</p> <p>As part of FBCL goals, we are attempting to establish a partnership with FBISD that would allow our librarians to work directly with FBISD Parent Leaders, teaching the leaders how to work directly with parents on basic computer skills, accessing databases, using library digital services such as Homework Help, HOOPLA and Flipster, so that students can successfully complete assignments at home or anywhere outside of school.</p>
Library-based	<p>FBISD teachers and principals attend Pajama Night Story Times, reading to the children and encouraging families to read together.</p> <p>FBISD choirs and other groups perform at the library during the holidays.</p> <p>Library staff offers tours and special story times for school groups.</p> <p>Library staffs work with classrooms that attend as a group to work on research or other assignments.</p>

