

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FORT BEND COUNTY LAW LIBRARY
ADMINISTRATION AGREEMENT FY2022**

THIS AGREEMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, and the Fort Bend County Bar Association (hereinafter "Association"), (hereinafter referred to collectively as "Parties").

WHEREAS, County and Association mutually desire the establishment and maintenance of the Fort Bend County Law Library in accordance with Section 323.021(a) of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County desires to vest management of the Fort Bend County Law Library in a committee selected by the Association to Section 323.024(b) of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, Association desires to delegate the administration of the Fort Bend County Law Library to the Fort Bend County Librarian; and

WHEREAS, County and Association mutually desire that the \$35.00 fee collected in each civil case shall be kept by the Fort Bend County Treasurer in the "Law Library Fund #125", in accordance with Section 323.023 of the TEXAS LOCAL GOVERNMENT CODE.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

**SECTION I
DEFINITIONS**

- 1.01. For the purpose of this Agreement, the following means:
- A. **Management**: To establish and/or set policies that control or direct all affairs of the Fort Bend County Law Library.
 - B. **Administration**: The implementation of policy and the performance of the act necessary to transact the day to day operations of the Fort Bend County Law Library including, but not limited to, personnel decisions.

**SECTION II
TERM**

2.01. The term of this Agreement is effective as of the date signed by the Parties and shall terminate on September 30, 2022. It is expressly understood and agreed to by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

SECTION III
ADMINISTRATION AND MANAGEMENT OF LAW LIBRARY

- 3.01. Association shall be responsible for the management and administration of the Fort Bend County Law Library. Association shall appoint a committee, including the County Librarian and County Law Librarian, pursuant to Section 323.024(b) of the TEXAS LOCAL GOVERNMENT CODE.
- 3.02. The Parties mutually agree that Fort Bend County Commissioners Court shall not authorize the use of the funds for the Law Library collected pursuant to Section 323.023(a) of the TEXAS LOCAL GOVERNMENT CODE without seeking the advice of the Association.
- 3.03. The Fort Bend County Law Library shall be administered and managed under guidelines approved by County, pursuant to Section 323.024 of the TEXAS LOCAL GOVERNMENT CODE.

SECTION IV
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 4.01. It is agreed by the Parties that at all times and for all purposes hereunder Association is an independent contractor and not an employee of Fort Bend County. No statement contained in this Agreement shall be construed so as to find the Association as an employee of the County, and the Association, its agents and employees (excluding Association members, agents, or employees who are Fort Bend County employees) shall be entitled to none of the rights, privileges, or benefits of County employees.
- 4.02. Association is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- 4.03. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting Association (including its officers, employees, and agents) the agent, representative, or employee of County for any purpose, or in any manner whatsoever.

SECTION V
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

It is understood and agreed that the entire Agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION VII
SERVICES NOT PROVIDED

No claim for services furnished by the Association, not specifically provided in the Agreement, will be allowed by County, nor shall the Association do any work or furnish any material not covered by the Agreement, unless approved, in writing by the County. Such approval shall be considered as a modification of the Agreement.

SECTION VIII
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.01. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas, including but not limited to the provisions of Section 323.023 of the TEXAS LOCAL GOVERNMENT CODE.
- 8.02. In providing all services pursuant to this Agreement, Association shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violations of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle County to terminate this Agreement immediately upon delivery of written notice of the termination to Association.

8.03. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.

1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

8.04. Human Trafficking. **BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

SECTION IX
NOTICE

Notice to **County** shall be sent to:

Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

Notice to **Association** shall be sent to:

Fort Bend County Bar Association
Attn: President
P.O. Box 18825
Sugar Land, Texas 77496-8825

{Execution page to follow}

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 date signed by County.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Approved:

FORT BEND COUNTY LIBRARIAN

By: Clara G. Russell
County Librarian

FORT BEND COUNTY BAR ASSOCIATION

By: Tariq Gladney
Tariq Gladney, President

Date: 3/7/2022

Attachment: Fort Bend County Bar Association Letter dated 02.15.2022

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