

FORT BEND COUNTY FY-2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10.05.09	Submitted By: Laura Johnson
Court Agenda Date: 10.13.09	For: Library Phone Number: 4556

**SUMMARY OF ITEM:** Approve renewal Agreement between Fort Bend County and Fort Bend County Bar Association for management of the Fort Bend County Law Library.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES X NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> George Memorial Library (Law Library)	

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

10-14-09 orig. ret. to Laura at Co. Attorney

## Fort Bend County Bar Association

P.O. Box 18825  
Sugar Land, Texas 77496-8825  
281-565-3634

James Kincade, Jr., President

September 21, 2009

Honorable Robert C. Hebert  
Fort Bend County Judge  
301 Jackson Room 101  
Richmond TX 77469

Re: Law Library Administration Agreement

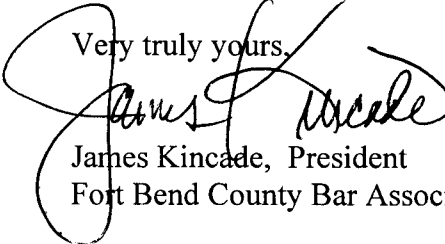
Dear Judge Hebert:

Please be advised that the Fort Bend County Bar Association is requesting that the Law Library Administration Agreement entered between the Bar Association and Fort Bend County be extended for the period of one (1) year. To date, the County Librarian has done an excellent job in administering the day-to-day affairs of the Law Library. We are extremely pleased with this relationship and wish it to continue.

If I may be of further assistance, please feel free to call me.

Thanking you in advance for your assistance and cooperation, I am

Very truly yours,



James Kincade, President  
Fort Bend County Bar Association

JK/vrp

cc: Commissioner Richard Morrison  
Commissioner J. Grady Prestage  
Commissioner Andy Meyers  
Commissioner James Patterson  
Mr. Roy Cordes, County Attorney  
Ms. Clara Russell, Interim County Librarian  
Ms. Virginia R. Pape, Law Library Coordinator

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

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

This Agreement is made and entered into by and between the County of Fort Bend, a political subdivision of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as the “County” and the Fort Bend County Bar Association, hereinafter referred to as “the Bar.”

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

**WHEREAS**, the Bar desires to delegate the administration of the Fort Bend County Library to the Fort Bend County Librarian; and,

**WHEREAS**, the County and the Bar mutually desire that the \$30.00 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 for twelve (12) months, commencing on the 1<sup>st</sup> day of **October 1, 2009** and ending on the 30<sup>th</sup> day of **September, 2010**.

- 2.02 This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party.
- 2.03 This Agreement must be renewed annually. The parties shall give written notice of their intention to renew this Agreement at least thirty (30) days prior to the renewal date. Either party may cancel this agreement with thirty (30) days prior written notice.

**SECTION III**  
**ADMINISTRATION AND MANAGEMENT OF LAW LIBRARY**

- 3.01 The Bar shall be responsible for the management of the Fort Bend County Law Library.
- 3.02 The Fort Bend County Librarian shall be responsible for the administration of the Fort Bend County Law Library.
- 3.03 The parties mutually agree that Fort Bend County Commissioners Court shall not authorize the use of the funds for the Law Library collected as costs in each civil case filed in the County without the advice of the Bar.
- 3.04 The Fort Bend County Law Library shall be administered and managed under guidelines approved by Fort Bend County.

**SECTION IV**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

- 4.01 It is agreed by the parties that at all times and for all purposes hereunder the Bar 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 Bar an employee of the County, and Bar, its agents and employees (excluding the Bar members, agents or employees who are Fort Bend County employees) shall be entitled to none of the rights, privileges or benefits of the County employees.
- 4.02 The Bar 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 Bar (including its officers, employees, and agents) the agent, representative, or employee of the 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 as well as any previous agreements presently in effect 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 Bar, not specifically provided in the Agreement, will be allowed by the County, nor shall Bar 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.

8.02 In providing all services pursuant to this contract, the Bar 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 contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of the termination to the Bar.

**SECTION IX**  
**NOTICE AND TERMINATION**

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

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

Notice to the **Bar** shall be delivered to:

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

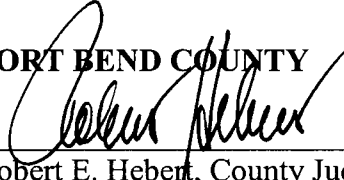
Attention: Robert L. Thomas, Jr., President

**SECTION X  
EXEUCION**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

**FORT BEND COUNTY**

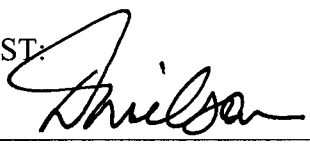
By:

  
Robert E. Hebert, County Judge

Date:

10-13-09

ATTEST:

  
Dianne Wilson, County Clerk

Approved:

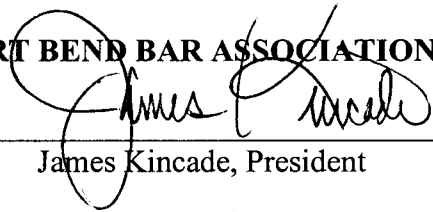
**FORT BEND COUNTY LIBRARIAN**

By:

  
County Librarian

**FORT BEND BAR ASSOCIATION**

By:

  
James Kincade, President

Date:

9/29/09

lj:lawlibrary.09-2010.renewal agr.:2321(0923.09)