

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 Association.”

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

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

WHEREAS, the County and the 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 for twelve (12) months, commencing on the 1st day of **October 1, 2010** and ending on the 30th day of **September, 2011**.

- 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 Association shall be responsible for the management and administration of the Fort Bend County Law Library. The 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 the 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 an employee of the County, and the Association, its agents and employees (excluding the Association 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 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 the Association (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 the Association, not specifically provided in the Agreement, will be allowed by the 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 Government Code.
- 8.02 In providing all services pursuant to this contract, the 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 contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of the termination to the Association.

SECTION IX
NOTICE

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

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

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

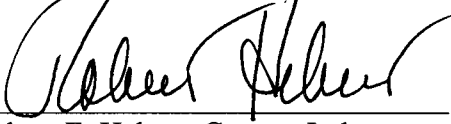
Fort Bend County Bar Association
P. O. Box 18825
Sugar Land, Texas 77496-8825
Attention: William Madison Colgin, IV, President

**SECTION X
EXECUTION**

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

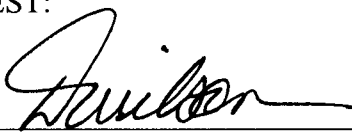
By:


Robert E. Hebert, County Judge

Date:

May 24, 2011

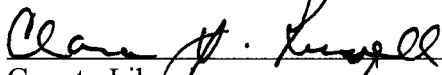
ATTEST:


Dianne Wilson, County Clerk

Approved:

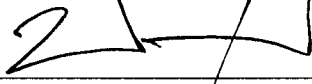
FORT BEND COUNTY LIBRARIAN

By:


County Librarian

FORT BEND BAR ASSOCIATION

By:


William Madison Colgin, IV, President

Date:

5/11/11

