

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF MISSOURI CITY, TEXAS ("City").

RECITALS:

WHEREAS, the County operates a library located within the corporate limits of the City, which library is known as the Fort Bend County Libraries, Missouri City Branch Library ("Library"); and

WHEREAS, the City acknowledges that the Library confers a benefit upon the residents of the City; and

WHEREAS, the Library requires periodic maintenance of its grounds, lighting and sprinkler system; and

WHEREAS, the City desires to assist the County in the maintenance of the Library; and

WHEREAS, County and City believe it is in their best interests to enter into this Agreement to facilitate the provision of services to the citizens of Fort Bend County; and

WHEREAS, the formation of this Agreement has been authorized and approved by the Commissioners Court of Fort Bend County and by the City Council of Missouri City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

SECTION 1
PURPOSE

The purpose of this Agreement is to outline the responsibilities of the parties in maintaining the Library.

SECTION 2
SCOPE OF SERVICES

2.1 City will provide the following services at the Missouri City Branch Library.

- A. Provide grounds maintenance around the Library including, but not necessarily limited to mowing, edging, trimming and pruning trees and shrubs, weeding flower beds;
- B. Provide general maintenance of outdoor lighting, including the replacement of broken and burnt out bulbs; and
- C. Repair broken sprinkler heads and water lines associated with the sprinkler system.

2.2 It is agreed that the maintenance described above does not include electrical repairs, building maintenance or repairs to buildings, sidewalks, parking lots, and other infrastructure.

2.3 County shall provide City access to turn off electricity for the purposes of replacing light bulbs.

SECTION 3

TERM

The term of this Agreement shall begin on the effective date hereof and it shall remain in force until December 31, 2015. Unless terminated in accordance with the provision below, this Agreement shall automatically renew annually by extending the termination date one year from the prior term's end date, upon the same terms as provided for herein. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

SECTION 4

INSURANCE AND LIABILITY

4.1 County and City are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers.

SECTION 5

NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Library – Administration
Attn: County Librarian
1003 Golfview Drive
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City: City of Missouri City, Texas
Attn: Edward Broussard
1522 Texas Parkway
Missouri City, Texas 77489

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6 **MISCELLANEOUS**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.4 This Agreement supersedes any and all other agreements, either oral or In writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.5 This Agreement cannot be assigned by either party.

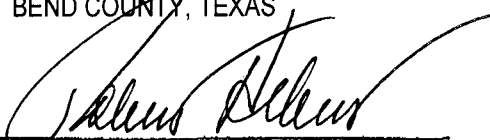
6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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 6th day of January, 2015.

FORT BEND COUNTY, TEXAS

By:

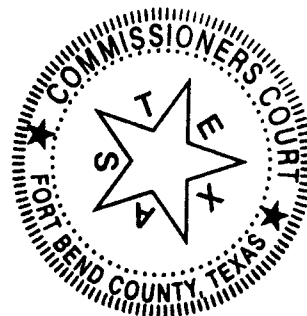

Robert E. Hebert, County Judge

1-6-2015

Date

ATTEST:


Laura Richard, County Clerk



CITY OF MISSOURI CITY, TEXAS



By: Allen Owen
Allen Owen, Mayor

12.15.2014
Date

ATTEST.
Maria Gonzalez
Maria Gonzalez, City Secretary