

To: Harris County Commissioners Court

Through: Edward Melton, Executive Director, Harris County Public Library

Prepared By: Megan LeMaster, Executive Assistant, Director's Office

Subject: Agreement with North Houston District for Aldine library mural

Project ID (If applicable): N/A

Purpose and Request: Request that the County Judge execute an agreement with North Houston District to install a mural outside the Aldine Branch Library at no cost to the county.

Background and Discussion: This is an agreement between HCPL and North Houston District to install a mural outside the Aldine Branch Library.

Fiscal Impact: There will be no cost to the County for this mural.

[INSTRUCTIONS: A short description of the cost of the request and where you are requesting funding from. No more than 2 sentences. In addition please fill out the table below. This includes financial impact to the current fiscal year and subsequent fiscal years along with the source of funding (general fund, grant, etc.). If the amount is within the current budget, please indicate the amount from 'Existing Department Budget'. If all of or part of the request is a new expense, please indicate funding source in the space provided.]

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
Existing Department Budget			
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)			
[INSERT FUNDING SOURCE HERE]*			
Total Sources			

Alternatives:

[INSTRUCTIONS: In this section you should briefly discuss any viable alternatives, including the benefits and consequences of each. Include subtitles on the first line of each alternative to identify it. If appropriate, the financial impact of each alternative can be discussed. If taking no action is a viable alternative it should also be discussed, including any financial or other impacts that would result.]

Alignment with Strategic Objective: Aligns with HCPL SO27: Raise the level of engagement and interactions with diverse communities. [The mural will make the library more noticeable as well as provide opportunities for engagement with the surrounding community.]

Attachments: Cover letter, agreement with North Houston District

[INSTRUCTIONS: Please include a list of backup for this item with a short description of each if more than one.]

Agenda Date: March 30, 2021

March 18, 2021

Honorable Lina Hidalgo, County Judge
Commissioners of Harris County
1001 Preston
Houston, TX 77002

Dear Judge Hidalgo and Commissioners:

I respectfully request that Judge Hidalgo be authorized to sign this agreement with the North Houston District on behalf of Harris County. This agreement allows for the installation of a mural outside the Aldine Branch Library at no cost to the County.

Sincerely,



Edward Melton
Executive Director, Harris County Public Library

Cc: Carl Smith, Branch Manager, Aldine Branch Library

**INTERLOCAL AGREEMENT ("AGREEMENT")
BETWEEN THE ALDINE BRANCH LIBRARY AND THE
NORTH HOUSTON DISTRICT**

INTRODUCTION:

The Aldine Branch Library, 11331 Airline Drive, Houston, TX 77037 ("Library"), and the North Houston District located at 16945 Northchase Drive #1900, Houston, TX 77060 ("NHD") agree to work cooperatively on the Aldine Mural Project ("Project") in the manner specified below.

LIBRARY AGREES TO THE FOLLOWING:

- A. Provide access to the exterior of the building for implementation of the Project and for any future maintenance that may be required.
- B. Provide dimensions for the Aldine Library relevant to the Project.

NHD AGREES TO THE FOLLOWING:

- A. Cover the costs related to the installation and maintenance of mural. Responsible for coordinating with any third parties regarding future maintenance of mural.
- B. Coordinate with the Art studio and Artists to provide a detailed rendering of the proposed mural, overlaid on a photograph of the proposed work area that is scaled to the exact dimensions of the proposed mural.
- C. Ensure that Art Studio and Artists obtain any and all necessary consents, approvals, and permits as may be required in accordance with all City, County, State and/or Federal Codes, rules, regulations, and related law pertaining to the Project.
- D. Cover the costs for removal or replacement if future circumstances require.

TERM AND TERMINATION:

This Agreement will become effective on the date of the last signature written below (the "Effective Date") and remains in force and effect for a period of 20 years ("Term"). Thereafter, this Agreement shall be renewed for successive one (1) year terms (each a "Renewal Term"). If the Library or NHD wishes to terminate this Agreement, a written notice must be given to the other party no less than 10 calendar days prior to the desired date of termination.

NOTICES:

Notices and other communications shall be made by email to the following individuals:

If to NHD to:	If to the Library to:
North Houston District GSimpson@northhouston.org	Aldine Branch Library Carl.smith@hcpl.net

MISCELLANEOUS

- A. **Non-Assignability.** The County and the NHD bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the NHD shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party

- B. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the NHD for any purpose. The NHD, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party. Further, this Agreement is not intended to and shall not create a joint enterprise among the Library/County and NHD. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint venturers, or servants of any other party to this Agreement. The Library and NHD are undertaking governmental functions or services under this Agreement, and the purpose hereof is solely to further the public good, rather than to achieve any pecuniary purpose.

- C. **No Third Party Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the NHD for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.

- D. **Waiver of Breach.** No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

E. No Personal Liability; No Waiver of Immunity.

- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

F. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

G. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

H. Contract Construction.

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.

I. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

J. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

K. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or

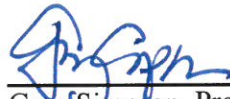
unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

- L. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- M. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- N. Warranty. By execution of this Agreement, the NHD warrants that the duties accorded to the NHD in this Agreement are within the powers and authority of the NHD.

HARRIS COUNTY, TEXAS

By: _____
Lina Hidalgo, County Judge

NORTH HOUSTON DISTRICT

By:  _____
Greg Simpson, President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: _____
Philip Berzins
Assistant County Attorney
C.A.O. File No.: 21GEN0807

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE NORTH HOUSTON DISTRICT TO WORK COOPERATIVELY ON THE ALDINE MURAL PROJECT

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and the North Houston District to work cooperatively on the Aldine Mural Project.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.