

THE STATE OF TEXAS §
 § CARROLLTON PUBLIC LIBRARY
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as ("the **COUNTY**"), and the City of Carrollton, a municipality of Denton County, Texas, hereinafter referred to as ("the **MUNICIPALITY**"), and has an effective date of October 1, 2015.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2015, through September 30, 2016.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability and/or national origin. Upon proper proof by individual(s) of residence in the **COUNTY**, Texas, such individual(s) shall be entitled issuance, at no cost, a library card to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Leonard Martin to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Leonard Martin shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this

Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is: County Judge, Denton County
110 West Hickory Street, 2nd Floor
Denton, Texas 76201
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: The City of Carrollton through
Carrollton Public Library
1700 Keller Springs Road
Carrollton, Texas 75006
Attention: Sue Haas
Telephone: 972-466-3362

X.

For the full performance of the services above stated the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **FIFTY-SIX THOUSAND NINE HUNDRED AND NO/100 (\$56,900.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2015. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have

Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2015.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate originals on the dates set forth below.

The **COUNTY**

By: _____
Mary Horn, County Judge
Denton County, Texas

Acting on behalf of and by the
authority of the Commissioners
Court of Denton County, Texas

DATED: _____
ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

The **MUNICIPALITY**

By: _____
Name: _____
Title: _____

Acting on behalf of and by the authority
of the City Council of Carrollton,
Texas

DATED: _____
ATTEST:

By: _____
Krystle F. Nelinson, City Secretary

APPROVED AS TO FORM:

By: _____
Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

By: _____
Sue Haas, Director Library Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Denton County under this agreement.

James Wells, Denton County Auditor

CALCULATION WORKSHEET FOR COUNTY FUNDING ADOPTED (2015-2016)

PER CAPITA: \$ 0.353770
 MATCHING: \$ 10,000.00

734,940
340,380
394,560

DENTON COUNTY POPULATION:
 POPULATION OF CITIES WITH LIBRARIES
 REMAINING POPULATION

LIBRARY	TOTAL POP	CITY POP	COUNTY allocation	PER CAPITA ALLOCATION	MATCHING FUNDS	TOTAL	ROUNDED
AUBREY	12,480	5,780	6,700	\$ 4,415	\$ 10,000	\$ 14,415	14,400
CARROLLTON	160,910	74,524	86,386	\$ 56,925	\$ -	\$ 56,925	56,900
FLOWER MOUND	144,276	66,820	77,456	\$ 51,041	\$ -	\$ 51,041	51,000
FRISCO	-	-	-	\$ -	\$ -	\$ -	-
JUSTIN	7,039	3,260	3,779	\$ 2,490	\$ 10,000	\$ 12,490	12,500
KRUM	10,342	4,790	5,552	\$ 3,659	\$ 10,000	\$ 13,659	13,700
LAKE CITIES	-	-	-	\$ -	\$ -	\$ -	-
LEWISVILLE	214,160	99,186	114,974	\$ 75,763	\$ -	\$ 75,763	75,800
LITTLE ELM	72,786	33,710	39,076	\$ 25,749	\$ 10,000	\$ 35,749	35,700
PILOT POINT	8,399	3,890	4,509	\$ 2,971	\$ 10,000	\$ 12,971	13,000
PONDER	3,282	1,520	1,762	\$ 1,161	\$ 10,000	\$ 11,161	11,200
SANGER	16,388	7,590	8,798	\$ 5,798	\$ 10,000	\$ 15,798	15,800
THE COLONY	84,877	39,310	45,567	\$ 30,027	\$ 10,000	\$ 40,027	40,000
TOTAL	734,940	340,380	394,560	\$ 260,000	\$ 80,000	\$ 340,000	\$ 340,000
Aubrey Population:		Lewisville	99,480				
Aubrey	2,780	less Dallas Co.	294				
Crossroads	1,200	Lewisville	99,186				
Krugerville	1,800						
Total	5,780						
Carrollton	125,250						
less Dallas Co.	50,726						
Carrollton (Denton Co.)	74,524						

Exhibit A