STATE OF TEXAS, §

§ **FRISCO 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 Texas, hereinafter referred to as "**COUNTY**," and the City of Frisco, a Municipality of Denton County, Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, 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 Denton County; and

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

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

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A., Government Code Chapter 791, the Interlocal Cooperation Act; and V.T.C.A., Local Government Code Chapter 323, County Libraries.

NOW, THEREFORE, COUNTY and **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, 2008, through September 30, 2009.

II.

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

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.

COUNTY designates the County Judge to act on behalf of **COUNTY** and serve as liaison officer for **COUNTY** with and between **COUNTY** and **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of **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 **COUNTY** and **MUNICIPALITY**.

IV.

MUNICIPALITY shall designate NIGEL BOES to act on behalf of **MUNICIPALITY** and to serve as liaison officer of **MUNICIPALITY** with and between **MUNICIPALITY** and **COUNTY** to insure the performance of all duties and obligations of **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. NIGEL BOES. shall provide management of **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 **MUNICIPALITY** and **COUNTY.**

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

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures, and for the coordination of all work performed under the terms and conditions of this Agreement; 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 stated in this Agreement; and shall give all attention necessary for such proper supervision and direction.

VI.

The **MUNICIPALITY** agrees that its library department shall assume the functions of a **COUNTY** library and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The COUNTY and 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.

The MUNICIPALITY agrees to hold harmless and unconditionally indemnify COUNTY against and for all liability which MUNICIPALITY may at any time suffer in any matter arising from the work performed hereunder, including but not limited to any negligent act or omission of MUNICIPALITY, its officers, agents or employees.

The COUNTY and MUNICIPALITY acknowledge and agree that COUNTY does not waive any sovereign or governmental immunity available to 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 **MUNICIPALITY** nor **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 **COUNTY** or **MUNICIPALITY** to the following addresses:

The address of **COUNTY** is:	County Judge, Denton County 110 West Hickory Denton, Texas 76201 Telephone: 940-349-2820
The address of the **MUNICIPALITY** is:	City of Frisco through the Frisco Public Library 6101 Frisco Square Boulevard, Suite 3000 Frisco, Texas 75034 Attention: Dr. Ronald Heezen Telephone: 972-292-5669

X.

For the full performance of the services above stated, **COUNTY** agrees to pay **MUNICIPALITY** fees as described herein, from current revenues available for such payment. **COUNTY** shall pay **MUNICIPALITY** fees in the amount of **THIRTY-NINE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($39,700.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to **MUNICIPALITY** commencing October 1, 2008. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, **COUNTY** agrees to pay **MUNICIPALITY** an amount not to exceed **FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00)** in matching funds upon the following conditions:

1. **MUNICIPALITY** shall attempt to secure funding from sources other than **COUNTY**.

2. Upon receipt of additional funding, **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.

3. **COUNTY** shall match **MUNICIPALITY'S** additional funding in an amount not to exceed $5,000.00.

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

All funding by COUNTY to MUNICIPALITY is subject to the condition that MUNICIPALITY will 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.

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, 2008.

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, **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 **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, **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 and integrated Agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **MUNICIPALITY** and **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 that 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 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 day and year first written above.

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

ATTEST:

By _____
Denton County Clerk

APPROVED AS TO FORM:

BY_____
Assistant District Attorney

MUNICIPALITY

By_____
Name:_____
Title:_____

City Council Meeting
Dated _____

ATTEST:

By _____
City Secretary

APPROVED AS TO FORM:

BY_____
City Attorney

APPROVED AS TO CONTENT:

BY_____
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 contract.

_____
James Wells, Denton County Auditor

Exhibit "A"
Service Population Allocation Chart

CALCULATION WORKSHEET FOR COUNTY FUNDING (2008-2009)

PER CAPITA:	$	0.732
MATCHING:	$	10,000.00

DENTON COUNTY POPULATION:		614,650	
POPULATION OF CITIES WITH LIBRARIES		384,600	
REMAINING POPULATION		230,050	
County Pop ratio:	0.598153926	Goal:	549900

LIBRARY	TOTAL POP	CITY POP	COUNTY ALLOCATION	PER CAPITA ALLOCATION	MATCHING FUNDS	TOTAL	APPROVED AMOUNT
AUBREY	6,704	4,195	2,509	$ 4,907	$ 10,000	$ 14,907	14900
CARROLLTON	111,839	69,980	41,859	$ 81,862	$ -	$ 81,862	81900
FLOWER MOUND	99,805	62,450	37,355	$ 73,053	$ -	$ 73,053	73100
FRISCO	54,272	33,959	20,313	$ 39,725	$ 5,000	$ 44,725	44700
JUSTIN	4,954	3,100	1,854	$ 3,626	$ 10,000	$ 13,626	13600
KRUM	6,073	3,800	2,273	$ 4,445	$ 10,000	$ 14,445	14400
LAKE CITIES	52,419	32,800	19,619	$ 38,369	$ 10,000	$ 48,369	48400
LEWISVILLE	147,922	92,558	55,364	$ 108,273	$ -	$ 108,273	108300
LITTLE ELM	40,194	25,150	15,044	$ 29,420	$ 10,000	$ 39,420	39400
PILOT POINT	6,393	4,000	2,393	$ 4,679	$ 10,000	$ 14,679	14700
PLANO	8,467	5,298	3,169	$ 6,198	$ 5,000	$ 11,199	11200
PONDER	1,215	760	455	$ 889	$ 10,000	$ 10,888	10900
SANGER	10,708	6,700	4,008	$ 7,838	$ 10,000	$ 17,838	17800
THE COLONY	63,686	39,850	23,836	$ 46,616	$ 10,000	$ 56,616	56600
TOTAL	[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

Aubrey Population:		Lake Cities Population:		Little Elm Population:	
Aubrey	2,500	Corinth	19,650	Little Elm	22,650
Crossroads	670	Hickory Creek	3,750	Oak Point	2,500
Krugerville	1,025	Lake Dallas	7,000	**Total**	**25,150**
Total	4,195	Shady Shores	2,400		
			32,800	Lewisville	92,850
Carrollton	120,550			less Dallas Co.	292
less Dallas county	50,570			**Lewisville**	**92,558**
Carrollton (Denton Cc	69,980				