

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND
THE CITY OF PLANO**

I.

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement ("Agreement") is made and entered into by and between **Collin County**, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY**" and **City of Plano**, a municipality of Collin County, Texas, hereinafter referred to as the "**MUNICIPALITY**".

II.

COUNTY and **MUNICIPALITY** agree as follows:

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 and residents of Collin County.

MUNICIPALITY is a home-rule municipal corporation that provides library services as one of its governmental functions.

The undersigned officers or agents of the **COUNTY** and the **MUNICIPALITY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

COUNTY agrees to fund the **MUNICIPALITY** in the amount of \$75,857.47 for the 2011 fiscal year (October 2010 through September 2011) of the **COUNTY**, under the conditions and terms set out herein. **COUNTY** has current revenues available to satisfy its fees and/or expenses incurred pursuant to this Agreement.

In exchange for said funds provided by the **COUNTY**, **MUNICIPALITY** will provide the following services to the citizens of Collin County for the fiscal year of 2011:

MUNICIPALITY shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county.

MUNICIPALITY shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **MUNICIPALITY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **MUNICIPALITY** by the **COUNTY** shall be used solely for library services to the public. The **MUNICIPALITY** shall diligently prepare and keep accurate and current records of its expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

MUNICIPALITY shall comply with the Texas Public Information Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **MUNICIPALITY**, **COUNTY** agrees to pay **MUNICIPALITY** for the full performance of this agreement: the sum of \$75,857.47 with equal payments of \$18,964.37 to be made on a quarterly basis. **MUNICIPALITY** understands and agrees that 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 in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. **MUNICIPALITY** is not given authority by this contract to place **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. **MUNICIPALITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY**.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

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.

EXECUTED in duplicate originals this, the 13th day of December, 2010.

COUNTY Keith Ansel
BY: _____
Name: _____
Title: _____
Dated: 12/13/10

MUNICIPALITY Thomas H. Muehlenbeck
BY: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Dated: 10/12/10

Plano City Council Meeting
Dated: October 11, 2010

ATTEST:
By: Diane Tucco
City Secretary

APPROVED AS TO FORM:
[Signature]
City Attorney

APPROVED AS TO CONTENT:
Cathy Ziegler
Cathy Ziegler, Director of Libraries
Plano Public Library System