

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF FARMERSVILLE
REGARDING THE CHARLES J. RIKE MEMORIAL LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY" and the City of Farmersville, a political subdivision of the State of Texas; hereinafter referred to as the "CITY".

II.

The COUNTY and the CITY agree as follows:

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 and residents of Collin County.

The CITY is a duly organized political subdivision of the State of Texas engaged in the administration of City government and related services for the benefit of the citizens and residents of the City of Farmersville.

The Charles J. Rike Memorial Library, hereinafter referred to as the "LIBRARY", is a department of the City established by the City Council for administering and providing library services for the general public in Farmersville and Collin County, Texas.

The undersigned officers or agents of the COUNTY and the CITY are properly authorized officials and agents and each has the necessary authority to execute this agreement on behalf of the COUNTY and CITY and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The COUNTY agrees to fund the CITY for the benefit of the LIBRARY in the amount of \$6,970.08 for the 2018 fiscal year (October 2017 through September 2018) of the COUNTY, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2018:

The **LIBRARY** 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. "Full library services" shall mean access to all library materials made available to Farmersville residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Farmersville residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

The **LIBRARY** 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 **LIBRARY** 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 **CITY** by the **COUNTY** under the terms of this agreement shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the **LIBRARY** 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).

The **CITY** shall comply with the Texas Open Records 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 **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of \$6,970.08 to be paid in quarterly installments. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

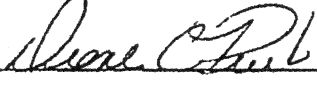
Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The CITY is not given authority by this contract to place the COUNTY under 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. The CITY 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 as 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.

COLLIN COUNTY
SIGNATURE:  8/20/18
Keith Self, Collin County Judge Date

CITY OF FARMERSVILLE
SIGNATURE:  1-9-2018
Date

PRINT NAME: DIANE C PAWKO

TITLE: Mayor

Libraries Association Library Card History

Library Cards Issued	2013		2014		2015		2016		2017		GIS Results		Per person on GIS Results	FY 2018 Request Revised
	Total	*Rural	Total	*Rural	Total	*Rural	Total	*Rural	Total	*Rural	Total	Rural	\$ 50.00	
Celina	2331	229	2707	243	3136	259	3478	585	3776	862	3,206	618	\$30,900.00	\$11,730.60
Farmersville	4441	1627	4689	1745	4955	1883	5215	1978	5480	2080	5,498	1,890	\$94,500.00	\$6,970.08
Melissa	9900	2500	8677	3695	No Data	No Data	No Data	No Data	965	386	10,822	1,130	\$56,500.00	\$7,600.34
Princeton	2,785	No Data	3,326	No Data	4,227	1,200	4,915	1,461	5,512	1,693	5,581	1,601	\$80,050.00	\$14,952.00
Prosper	No Data	No Data	No Data	No Data	2392	246	3099	353	3717	429	3,791	140	\$7,000.00	\$4,095.30
Wylie	13,456	4,323	13,674	4,900	12,262	487	12,109	471	12,402	427	26,182	1,296	\$64,800.00	\$15,778.80
									31,852	5,877	55,080	6,675	\$333,750.00	\$61,127.12

***includes library cards issued for residents in unincorporated, rural and outside the City areas**

Wylie: Rural is unincorporated areas for FY 15. Prior to FY 15, we did not have GIS. FY 13-FY14 included cities as well.

Melissa: does not have data for FY 2016 and FY 2017 because of a change in the integrated library system.