

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND
THE ALLEN PUBLIC 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 Allen Public Library; hereinafter referred to as the **"LIBRARY"**.

II.

The **COUNTY** and **LIBRARY** 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 **LIBRARY** is a City Council created entity established for administering and providing library services for the general public in Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **LIBRARY** 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.

The **COUNTY** agrees to fund the **LIBRARY** in the amount of \$35,839.95 for the 2010 fiscal year (October 2009 through September 2010) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **LIBRARY** will provide the following services to the citizens of Collin County for the year of 2010:

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.

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 **LIBRARY** by the **COUNTY** shall be used solely for library services to the public.

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

Further, the **LIBRARY** agrees to submit to audits by the County Auditor in accordance with the directions of said official.

The **LIBRARY** 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 **LIBRARY**, the **COUNTY** agrees to pay to the **LIBRARY** for the full performance of this agreement: the sum of \$8,959.99 on a quarterly basis. The **LIBRARY** understands and agrees that payment by the **COUNTY** to the **LIBRARY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

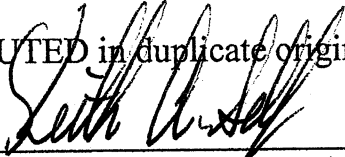
Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **LIBRARY** is not given authority by this contract to place the **COUNTY** 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 **LIBRARY** 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 5th day of January, 2009¹⁰.

BY: 
The County Judge of Collin County, Texas

BY: 
The Authorized Representative of
The Allen Public Library
Peter H. Vargas, City Manager

12-14-09
Date

RESOLUTION NO. 2868-10-09(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTER-LOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ALLEN AND COUNTY OF COLLIN, TEXAS, FOR THE FUNDING OF LIBRARY SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and,

WHEREAS, the Allen City Council has been presented a proposed Interlocal Agreement by and between the County of Collin, Texas, and the City of Allen, Texas, providing terms and conditions for providing funding of library services for the benefit of the citizens of Collin County; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager or designee should be authorized to execute the Agreement on behalf of the City of Allen, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The terms and conditions of the Agreement, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interest of the City of Allen and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. The City Manager or designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

SECTION 3. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 27TH DAY OF OCTOBER, 2009.

APPROVED:



Stephen Terrell, MAYOR

ATTEST:



Shelley B. George, CITY SECRETARY