

THE COUNTY OF DENTON §
THE STATE OF TEXAS §§

PILOT POINT COMMUNITY LIBRARY

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 Pilot Point, a municipality of Denton County, Texas, hereinafter referred to as "the **MUNICIPALITY**" and has an effective date of October 1, 2012.

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, 2012, through September 30, 2013.

III.

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 Phyllis Tillery 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. Phyllis Tillery 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 Pilot Point through
Pilot Point Community Library
P.O. Box 969
Pilot Point, Texas 76258
Attention: Phyllis Tillery
Telephone: 940-686-5004

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 **THREE THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$3,230.00)**, 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, 2012. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

4. 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, 2012.*

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: Gregory Hollan
Name: Gregory Hollan
Title: Mayor
Acting on behalf of and by the authority
of the City Council of Pilot Point,
Texas

DATED: 10/18/12

ATTEST:

By: Al Hall
City Secretary

APPROVED AS TO CONTENT:

By: Phyllis Dickey
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 (2012-2013) - ADOPTED BUDGET

PER CAPITA:	\$ 0.437430
MATCHING:	\$ 10,000.00

DENTON COUNTY POPULATION:
POPULATION OF CITIES WITH LIBRARIES
REMAINING POPULATION

683,010
404,739
278,271

LIBRARY	TOTAL		CITY POP	POP allocation	COUNTY allocation	PER CAPITA	MATCHING FUNDS	TOTAL		RECOMMENDED BUDGET
	LIBRARY	POP						PER CAPITA	FUNDS	
AUBREY	11,147	5,850	5,297	\$ 4,876	\$ 10,000	\$ 14,876				14,875
CARROLLTON	134,186	70,424	63,762	\$ 58,697	\$ -	\$ 58,697				58,700
FLOWER MOUND	123,966	65,060	53,906	\$ 54,226	\$ -	\$ 54,226				54,225
FRISCO	-	-	-	\$ -	\$ -	\$ -				
JUSTIN	6,193	3,250	2,943	\$ 2,708	\$ 10,000	\$ 12,708				12,710
KERIM	8,212	4,310	3,902	\$ 3,592	\$ 10,000	\$ 13,592				13,590
LAKE CITIES	63,603	33,380	30,223	\$ 27,822	\$ 10,000	\$ 37,822				37,820
LEWISVILLE	183,479	96,294	87,185	\$ 80,259	\$ -	\$ 80,259				80,260
LITTLE ELM	59,163	31,050	28,113	\$ 25,880	\$ 10,000	\$ 35,880				35,880
PILOT POINT	7,374	3,870	3,504	\$ 3,226	\$ 10,000	\$ 13,226				13,230
PONDER	2,687	1,410	1,277	\$ 1,175	\$ 10,000	\$ 11,175				11,170
SANGER	13,281	6,970	6,311	\$ 5,810	\$ 10,000	\$ 15,810				15,810
THE COLONY	68,719	36,590	33,129	\$ 30,497	\$ 10,000	\$ 40,497				40,500
TOTAL	683,010	358,453	324,552	\$ 293,769	\$ 90,000	\$ 383,769	\$ 388,770			

Aubrey Population:	Little Elm Population:		
Aubrey	2,610	Conirth	20,380
Crossroads	1,380	Hickory Creek	3,230
Krugerville	1,660	Lake Dallas	7,130
Total	5,650	Shady Shores	2,620
		Total	33,380
Carrollton	121,150	Lewisville	96,588
less Dallas Co.	50,726	less Dallas Co.	294
Carrollton (Denton Co.)	70,424	Lewisville	96,294