



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 26, 2012		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Jeanne Argomaniz x4327				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between City of Plano and City of Frisco to allow the reciprocal lending of library materials to the cities' respective patrons; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Providing an Interlocal Agreement to lend Library materials between the City of Plano and the City of Frisco relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
Plano Public Library System requests City Council of the City of Plano, Texas, approval of the terms and conditions of an interlocal agreement by and between City of Plano and City of Frisco to allow the reciprocal lending of library materials to the cities' respective patrons.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Exhibit A				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between City of Plano and City of Frisco to allow the reciprocal lending of library materials to the cities' respective patrons; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; 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 City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Frisco and City of Plano to allow the reciprocal lending of library materials to their respective patrons, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 26th day of November, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF PLANO AND
CITY OF FRISCO FOR RECIPROCAL LENDING OF LIBRARY MATERIALS**

THIS AGREEMENT ("Agreement"), is made and entered into by and between the City of Plano, Texas, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "Plano") and the City of Frisco, Texas, a home-rule municipal corporation located in Collin and Denton County, Texas (hereinafter referred to as "Frisco").

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the "Act"); and

WHEREAS, Plano and Frisco are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, the Frisco Public Library System and the Plano Public Library System desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

WHEREAS, a program involving reciprocal lending of materials is believed by each of the parties to be in the best interest of its respective patrons; and

WHEREAS, Plano and Frisco have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and Frisco agree as follows.

I. TERM

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2012, and ending September 30, 2013 to be renewed automatically unless cancelled by either party as provided in Section IV. TERMINATION herein.

II. OBLIGATIONS OF THE PARTIES

1. The terms of this Agreement are as follows:
 - (a) The term **RECIPROCAL LENDING** as used herein means and refers to the privileges which both parties mutually agree to extend to individuals who are residents or taxpayers (hereinafter, taxpayer) of the other party's municipality. Said **RECIPROCAL LENDING** privileges result in the issuance of a library card by either party to an individual taxpayer of the other party's municipality upon application by such person. The cards thus issued shall be subject to the general rules and regulations of the issuing party with respect to its borrowers, it being the intention of the parties that qualified patrons of each district during the term of the Agreement may have the same borrowing privileges afforded to the other municipality's taxpayers, wherever practical.

- (b) The term TRANSACTION as used herein means and refers to each and every separate library item which is loaned by one party to a patron of the other party's municipality at such patron's personal request in accordance with the RECIPROCAL LENDING privileges as defined in paragraph 1(a) of this Agreement.
2. The Frisco Public Library and the Plano Public Library shall mutually accord to individual taxpayers of each party RECIPROCAL LENDING privileges as defined in paragraph 1(a) with the following exceptions:
- (a) Reciprocal lending will not entitle the cardholder to free interlibrary loan services, interlibrary loan services will be available for a fee;
 - (b) Reciprocal cards will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.
3. In order to provide RECIPROCAL LENDING privileges, each party shall cause a library card to be issued to an individual taxpayer of the other party's municipality upon application by such person, providing such person agrees to abide by and adhere to the rules and regulations of the issuing party.

III. FEES/ PAYMENTS DUE

Each library system will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party. Any renewal will be subject to the revenues available for that Agreement term.

IV. TERMINATION

Either party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other party sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

Upon termination pursuant to Section IV. TERMINATION or by reason of the expiration of the Agreement without renewal, the cards to nonresident patrons issued pursuant to this Agreement shall expire.

V. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

VI. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between City of Plano and the City of Frisco and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by City of Plano and City of Frisco.

VIII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or sent via certified mail to the other party at the following respective addresses:

Plano Representative:
Cathy Ziegler, Director of Libraries
Library Administration
City of Plano
2501 Coit Road
Plano, TX 75075

Frisco Representative:
Shelley Holley, Library Director
Frisco Public Library
City of Frisco
6101 Frisco Square Blvd
Frisco, TX 75035

IX. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer 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.

X. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XI. VENUE

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. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

XII. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably for any of the parties.

XIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this Agreement. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its authorized representative on the day and year last signed below.

CITY OF FRISCO

DATE 10/16/2012

BY: George Purefoy
George Purefoy
CITY MANAGER

APPROVED AS TO FORM:

Courtney Kuykendall
Courtney Kuykendall, CITY ATTORNEY

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Bruce D. Glasscock
CITY MANGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 17th day of October, 2012 by **GEORGE PUREFOY** for the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation on behalf of such municipal corporation.



Sharon Perry

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2012 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas