

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
HIDALGO COUNTY LIBRARY SYSTEM**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Weslaco, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2007 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2007, and shall continue until December 31, 2007 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

City of Weslaco, TEXAS

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_

Date: \_\_\_\_\_