

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM**

This Agreement is made on this _____ day of _____, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Donna, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

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

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

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

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

WHEREAS, the 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, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the 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 the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The 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 meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to 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. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; 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. The 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, documents, 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 Donna, TEXAS

By:  _____

Printed name: David S. Simmons

Title: Mayor

ATTEST:



Martha Alvarado, City Secretary

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

By: _____

Date: _____

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