



2012
RESOLUTION NO. 2011-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF ADDISON REGARDING THE PROVISION OF LIBRARY SERVICES; AND PROVIDING AN EFFECTIVE

WHEREAS, the City of Farmers Branch provides public library services for its residents and for non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, pursuant to an agreement entered in 1982, the Town of Addison has for many years purchased library cards from the City of Farmers Branch at a cost established by City ordinance, thus allowing residents of the Town of Addison to obtain library services at the Manske Library; and

WHEREAS, because of changes in state laws and local procedures, the administration of both cities have determined a need to renew and update the prior agreement; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to enter to a new agreement for library services with the Town of Addison pursuant to the Interlocal Cooperation Act:

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City an agreement with the Town of Addison pursuant to the Interlocal Cooperation Act for the provision of library services to the residents of the Town of Addison, the provisions of which shall be substantially as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 3rd DAY OF JANUARY, 2012.

ATTEST:



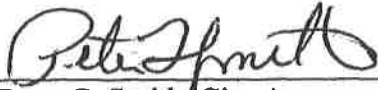
Shanna N. Sims-Bradish
Interim City Secretary

APPROVED:



William P. Glancy, Mayor

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(kbl:12/23/11:53097)

STATE OF TEXAS§

COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

This INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES ("Agreement") is made as of the 3rd day of JANUARY, 2012, by and between the City of Farmers Branch, Texas, a Texas home-rule municipality (hereinafter called "Farmers Branch") and the Town of Addison, Texas, a Texas home-rule municipality (hereinafter called the "Addison"), (collectively referred to herein as the "Parties").

RECITALS:

WHEREAS, Farmers Branch operations include the provision of public library services for its residents and for non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, Addison, though lawfully authorized to do so, does not presently operate a public library; and

WHEREAS, Addison has requested, and Farmers Branch has agreed, to provide library services for residents of Addison under the terms of this Agreement; and

WHEREAS, Farmers Branch and Addison intend to enter into this Agreement pursuant to the "Interlocal Cooperation Act" Chapter 791 of the Texas Government Code, as amended;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Farmers Branch and Addison hereby agree as follows:

Article I
Definitions

The following words and phrases shall, unless the context otherwise requires, have the following meanings as used in this Agreement:

"Effective Date" means the last date this Agreement is signed by authorized representatives of the Parties;

"Initial Term" shall mean the first term of this Agreement, which shall commence upon the Date of Execution until September 31, 2012.

Article II Term

2.1 The Initial Term of this Agreement shall commence upon the Effective Date and end on September 30, 2012.

2.2 This Agreement shall renew automatically on October 1, 2012 and on each October 1st thereafter, unless terminated at an earlier date in accordance with the terms of this Agreement.

Article III Terms of Library Services; Farmers Branch and Town Responsibilities

3.1 Farmers Branch agrees to provide public library services in the same manner as Farmers Branch provides to its residents to Addison residents who obtain a new non-resident Farmers Branch Library Card or non-resident Farmers Branch Library Card renewal under the terms of this Agreement.

3.2 Farmers Branch shall from time to time establish by resolution or ordinance the fees for new non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals. Said fees, as applicable to cards issued to residents of Addison, shall be subject to change by the City Council for Farmers Branch, provided that Farmers Branch shall give Addison written notice of Farmers Branch's intent to increase fees on or before August 1 of each year during the term of this Agreement.

3.3 On or before September 1 of each of Addison's fiscal years occurring during the term of this Agreement, Addison shall provide Farmers Branch written notice of the dollar amount appropriated by Addison in Addison's budget for the following applicable fiscal year for the provision by Farmers Branch of library services under this Agreement.

3.4 Farmers Branch agrees to issue non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents upon showing by said Addison residents of proper proof of residency in Addison, Texas, at no cost to the Addison resident. Valid proof of residency in Addison shall include the a driver's license, : government-issued identification card or license, or utility bill, or other documentation bearing a residential address located within Addison, Texas. Without requiring an amendment to this Agreement, Addison may from time to time approve or reject additional types of proof of residency by providing written notice to Farmers Branch.

3.5 Farmers Branch shall provide Addison written notice when the number of non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued to Addison residents by Farmers Branch multiplied by the fee established by Farmers Branch reaches the dollar amount appropriated by Addison for the applicable fiscal year. Failure

to provide notice under this Section shall not constitute a default of this Agreement by Farmers Branch, nor shall said failure preclude Farmers Branch from receiving payment from Addison for any and all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued beyond the dollar amount appropriated by Addison for the applicable Term.

3.6 Residency of a person issued a non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals shall be determined as of the date of issuance of the card. Farmers Branch, its officers, employees, and contractors shall not be required to investigate the validity of any proof of residency presented with respect to issuance of a non-resident Farmers Branch Library Cards or non-resident Farmers Branch Library Card renewal, and shall be entitled to payment for all cards issued based on the proof of residency described in Section 3.4, above, even if it is later determined that such proof was falsified or that the person to whom the card was issued was not, at the time of issuance, as resident of Addison.

IV. Fees and Payments

4.1 Addison shall pay Farmers Branch for the library services provided to each Addison resident by Farmers Branch under the terms of Article III herein at the rates set forth in Sections 3.2. Unless otherwise agreed by the Parties, Farmers Branch shall submit invoices to Addison on a monthly basis indicating the applicable amount due for that billing period and the number of non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card issued to Addison residents by Farmers Branch during that applicable billing period. Addison shall pay said invoiced amounts within thirty (30) days after receipt, unless otherwise provided herein.

4.2 All payments herein shall be made from current revenues available to Addison. Farmers Branch acknowledges that this Agreement is subject to annual appropriation by Addison, and Addison agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by Farmers Branch.

V. Records and Audit

5.1 Farmers Branch shall keep a record of the number of all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued to Addison residents by Farmers Branch under the terms of this Agreement, including the resident's full name, full residential address, and date of issuance.

5.2 Addison shall have the right to audit the records kept by Farmers Branch pursuant to Section 5.1 herein.

5.3 Farmers Branch has determined that disclosure of records to Addison under Section 5.2 herein is reasonably necessary for the operation of the Farmers Branch Manske Library and that said records are not confidential under other state or federal law. Addison

hereby agrees to hold records obtained from Farmers Branch under Section 5.2 confidential, unless disclosure is required by law.

VI. Termination and Default

6.1 This Agreement may be terminated by either Party at any time by providing thirty (30) days notice to the other Party. If notice of termination is provided by Addison, upon the receipt of the notice of termination, Farmers Branch shall immediately discontinue issuance of all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents unless the notice directs otherwise, in which case such cards shall be issued until the date of termination. If notice of termination is provided by Farmers Branch, upon the date of termination, Farmers Branch shall continue to issue non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents unless the Addison notifies Farmers Branch otherwise. Notwithstanding termination of this Agreement pursuant to this Section 6.1, Farmers Branch shall continue to provide library services to each Addison resident who was issued a Farmers Branch Library Cards prior to the date of termination until said resident's card has expired.

6.2 If Addison fails to timely pay Farmers Branch for Farmers Branch Library Cards issued to Addison residents pursuant to this Agreement, Farmers Branch may suspend library services to the Addison residents who were issued library cards for which payment was not received until payment is received by Farmers Branch. Suspension of library services pursuant to this Section 6.2 shall not result in an extension of the renewal date of the library card issued for which payment had not been received.

VII. Miscellaneous.

7.1 **Force Majeure.** It is expressly understood and agreed by the Parties that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

7.2 **Contractual Relationship.** It is specifically understood and agreed that the relationship described in this Agreement among the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said parties.

7.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior

understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

7.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

7.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Dallas County, Texas.

7.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

7.7 **Reference.** The use of the words "hereof," "herein," "hereunder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

7.8 **Further Assurances.** Each Party agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

7.9 **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to Farmers Branch: Gary D. Greer
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

With a copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201

If to Addison: Ron Whitehead
Town of Addison

5300 Belt Line Road
Dallas, TX 75254

With a copy to:

John Hill
Cowles and Thompson
901 Main Street, Ste. 3900
Dallas, TX 75202

7.10 Effective Date. This Agreement shall not be binding on the Parties until signed by authorized representatives of each Party.

7.11 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

7.12 Recitals. The recitals to this Agreement constitute a part of this Agreement.

(Signature page to follow)

EXECUTED this 4th day of January, 2012.

City of Farmers Branch, Texas

By:

[Signature]
Gary D. Greer, City Manager

ATTEST:

[Signature]
Shanna N. Sims-Bradish, Interim City Secretary

APPROVED AS TO FORM:

By:

[Signature]
Peter G. Smith, City Attorney
(PGS/JVP/52362)

EXECUTED this 3rd day of January, 2012.

Town of Addison, Texas

By:

[Signature]
Name: Bob Whitehead
Title: City Manager

ATTEST:

By:

[Signature]
Name: Chris Terry
Title: City Secretary

APPROVED AS TO FORM:

By:

[Signature]
Name: John Hill
Title: City Attorney