

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: November 7, 2016

Subject: Approval of an Interlocal Agreement with Harrison County for Public Library Services

The annual Interlocal Agreement with Harrison County for Public Library Services is attached. This agreement covers the time period of October 1, 2016 to September 30, 2017. The terms of the contract remain the same as last year, with the exception of the amount of payment received from Harrison County for these services. The amount has been increased from \$50,600.00 to \$59,600.00 for the 2016-2017 agreement year.

This agreement was approved by the Harrison County Commissioners Court in their meeting of October 31, 2016.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON
COUNTY FOR 2016 - 2017**

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, The Texas Local Government Code Section 323.011 allows a Texas county to Contract for library privileges with an established library; and

WHEREAS, the City has and maintains an established free library which is serving the City of Marshall, Texas and has also been serving the Harrison County population that lies outside of the limits of the City; and

WHEREAS, the City's records indicate that Harrison County citizens, residing outside of the City of Marshall, utilize services at the Marshall Public Library; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide free library services to the citizens of the County and the City;

NOW, THEREFORE in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. The City, through its department, the Marshall Public Library, agrees to furnish library services to the citizens of Harrison County, including residents located in municipalities in the County and the Marshall Public Library shall assume the functions of a County free library, in accordance with the Chapter 323 of the Texas Local Government Code.

2. The Director of the Marshall Public Library, shall furnish free of charge such library services to the citizens of Harrison County, as are furnished to the citizens of the City of Marshall.

3. In consideration of the Public Library services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$59,600.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$4,966.67. These funds paid by the County must be used by the City of Marshall to support the free public library services in the City of Marshall and Harrison County.

4 The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of polices and operations of the Marshall Public Library.

5. This Agreement contract and agreement does not vest in Harrison County any right, title or interest in and to any vehicles, books or other personal property used in connection with the furnishing of this library service to the citizens of Harrison County unless expressly evidenced by separate written document executed by the City Manager subsequent to the date hereof.

6. Pursuant to section 323.011 of the Texas Local Government Code, either party to the agreement may terminate it by giving the other party six months' written notice of its intention to do so.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2016 and ending September 30, 2017.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of _____, 2016.

ATTEST:

CITY OF MARSHALL

BY: _____
Elaine Altman, City Secretary

BY: _____
Lisa Agnor, City Manager

ATTEST:

HARRISON COUNTY

BY: _____
Patsy Cox, County Clerk

BY: _____
Hugh Taylor, County Judge