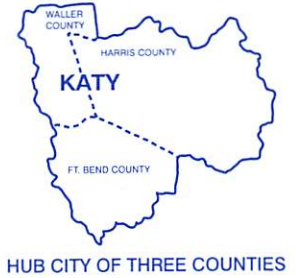


INCORPORATED IN 1945



City of Katy



June 19, 2024

Via Certified Mail 9171 9690 0935 0279 4278 64

Harris County Public Library
Attn: Ashley Phillips
5749 S Loop East
Houston, TX 77033

Re: City of Katy Resolution No. 1610 – Authorizing The Mayor To Sign An Interlocal Agreement Between Harris County (Harris County Public Library) And The City Of Katy, Texas For Katy Branch Library

Enclosed please find three (3) partially executed *original* copies of the City of Katy Resolution No. 1610. Upon receipt, please sign and return two (2) fully executed originals to the City of Katy.

If you need any additional information, please do not hesitate to contact me.

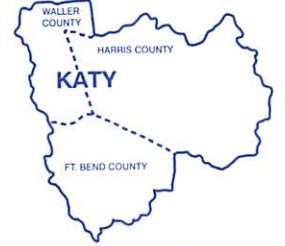
Sincerely,

Milena Rucker
Executive Assistant
mrucker@cityofkaty.com

mar
Enclosures: Resolution No. 1610 (3-*original* copies)



City of Katy



HUB CITY OF THREE COUNTIES

RESOLUTION NO. 1610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KATY, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY (HARRIS COUNTY PUBLIC LIBRARY) AND THE CITY OF KATY, TEXAS FOR KATY BRANCH LIBRARY.

* * * * *

WHEREAS, on March 10, 2003, the City of Katy, Texas approved an agreement with Harris County for the operation of a new library at 5414 Franz Road.

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

Section 1. That the City Council of the City of Katy, Texas hereby authorizes the Mayor to sign an Interlocal Agreement Between Harris County (Harris County Public Library) and The City of Katy, Texas for the operations and maintenance of the Katy Branch Library, located at 5414 Franz Road, under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED on this 10th day of June, 2024.

CITY OF KATY, TEXAS

By: William H. Thiele
William H. Thiele, Mayor

ATTEST:

Becky L. McGrew
Becky L. McGrew, City Secretary

APPROVED:

Justin Pruitt
Justin Pruitt, Acting City Attorney

Exhibit A

Resolution No. 1610

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY PUBLIC LIBRARY
AND THE CITY OF KATY**

THIS AGREEMENT, made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through Harris County Public Library, and the **City of Katy**, a municipal corporation under the laws of the State of Texas, acting herein by and through its Mayor, thereunto duly authorized (“City”).

WITNESSETH:

WHEREAS, the City, in the interest of providing a tool for continuing self-education, enlightenment and enrichment, houses a public library within the city limits of Katy for the residents of the City and the County; and

WHEREAS, the City has notified the County of the City’s desire to become a part of the County’s library system pursuant to the provisions of TEX. LOCAL GOV’T CODE ANN. § 323.008(a); and

WHEREAS, the County is willing to operate the library as the Harris County Public Library – Katy Branch (“Library”), pursuant to the provisions of TEX. LOCAL GOV’T CODE ANN. § 323.008 and TEX. GOV’T CODE ANN. Chapter 791 (the Interlocal Cooperation Act); and

WHEREAS, the County is willing to operate the Library, provided the City maintains the building and performs its other duties as hereinafter provided;

NOW, THEREFORE, the City and County, in consideration of the mutual covenants and agreements herein contained, agree as follows:

I.

The City will own the Library building and will provide maintenance for the Library building including, but not limited to, the mechanical, electrical and air conditioning and heating equipment, plumbing, walls, doors, doorways, floors, floor coverings, ceilings, windows and roof, and will provide mowing, grounds maintenance, landscaping, garbage pickup and janitorial service for the Library on a regular basis. The City will also provide utilities and the telephone system and pay the utility and telephone bills for the Library. The City will also provide furniture and furnishings for the Library and will maintain the furniture and furnishings it provides. The City will retain ownership of furnishings and fixtures provided by the City.

II.

The County will operate the Library and provide a full range of library materials for the Library which are customarily provided in public library programs to the citizens of Harris County. The County will provide support services for the Library, including acquisitions, cataloging and processing of all materials, delivery of materials, continuing education for the staff, management support for the operation of the Library, and a technology system for the Library.

III.

The County will formulate the policies and procedures of operation of the Library and will schedule the use of the meeting room in the Library. The City, with the Katy Branch librarian, will coordinate scheduling and use of the meeting room for any and all City-hosted or sponsored activities.

IV.

The County will appoint as many librarians, library aides and other support staff as are necessary to provide library services. The programs will be under the complete supervision, management, control and direction of the County. The City will not direct or supervise the County or any of its employees. The City will look to the County for results only. The County employees are to be directly responsible to the County and will receive their salaries from the County.

V.

The County retains ownership of furnishings, books and equipment furnished by the County inside the building. The City will maintain the furnishings provided by the City.

VI.

The County will provide fax and data communication lines for the Library's Information Technology System. The County will provide photocopy machines for both staff and public use. The County will provide computer and printer equipment to operate the Library according to County Library specifications. The City has no duty to maintain, repair and replace the computer and printer equipment that the County purchases.

VII.

The term of this Agreement is for a period of one (1) year, beginning on execution of the parties and ending a year after the execution date. The term of this Agreement will be automatically extended for one-year periods, provided, however, notwithstanding anything to the contrary, or that may be construed to the contrary, either party may terminate this Agreement at any time, without cause, upon at least thirty (30) days' prior written notice to the other party, specifying therein the effective date of termination. Termination hereunder does not affect the City's participation in the County library system pursuant to the provisions of TEX. LOCAL GOV'T CODE ANN. § 323.008(a).

VIII.

In the event of the County's default in any of the terms or provisions of this Agreement, the sole remedy of the City is to terminate this Agreement.

IX.

Periodically during the term of this Agreement, the County Library Director will work with the City Administrator and Mayor to determine the total cost of operating the Library. On or about the first day of July each year while this Agreement remains in effect, the County Library Director will present a budget to the City, setting out the total cost of operating the Library, including those costs to be paid directly by the City pursuant to Paragraph I of this Agreement ("City's Direct Costs") and those costs to be shared by the County and City ("Shared Costs") during that current fiscal year of the County, from March 1 through the end of February, in which the County Library Director presents the budget to the City. A statement for the City's portion of the Shared Costs will accompany the budget. The County's annual contribution pursuant to this Agreement shall be at the County Commissioners Court's discretion but will never exceed the sum of \$518,074.00 unless the City's total contribution for that year is an amount equal to at least fifty percent of the total cost of operating the Library for such year. At such time as the City's total contribution for any year during the term of this Agreement is an amount equal to at least fifty percent of the total cost of operating the Library during said year, then and in that event the County may contribute amounts in excess of \$518,074.00 for that year. Within ninety (90) days after the County Library Director furnishes the budget and statement to the City, the City may pay to the County the City's portion of the Shared Costs provided for in the statement. If the City does not pay said amount to the County as provided above, the County, in its sole discretion, may, but will not be required to, continue to operate the Library, in which event the County will not be constrained in its operation by any provision hereunder, or the County may discontinue operating the Library.

X.

The City and County will each maintain an accounting system and records, to be approved by the Harris County Auditor, which clearly and accurately reflect the respective costs to the City and County of performing each of its obligations under Paragraph I of this Agreement. The County has the right, at any reasonable time and frequency as determined by the Harris County Auditor, to make an audit and inspection of all such records. The City will furnish copies of such records to the County's Library Director or his or her designee upon request.

XI.

All notices and communications required or permitted to be given by the County to the City hereunder may be given by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to Mayor, City of Katy, [901 Avenue C, Katy, Texas 77492-0617]. All notices and communications required or permitted to be given by the City to the County hereunder may be given by registered or certified U.S. mail, postage prepaid, return receipt requested,

addressed to County Judge of Harris County, Harris County Administration Building, 9th Floor, Houston, Texas 77002.

XII.

The City represents that it has sufficient funds available to meet its obligations hereunder. The County has no funds available for performing its obligations under this Agreement. The availability of any County funds shall be subject to the approval of the Commissioners Court of the County.

EXECUTED IN DUPLICATE ORIGINALS this 10th day of June, 2024.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFFEE
County Attorney

Stanley Sun
By: STANLEY SUN
Assistant County Attorney
C.A. File No. 23GEN3475

By: _____
LINA HIDALGO
County Judge

ATTEST:

CITY OF KATY

Becky E. McGrew
BECKY E. MCGREW
City Secretary

By: William H. Thiele
WILLIAM H. THIELE
Mayor

COUNTERSIGNED:

APPROVED AS TO FORM:

NAME
Title

By: Justin Pruitt
JUSTIN PRUITT
Acting City Attorney

THE CITY OF TAMPA
OFFICE OF THE CITY CLERK

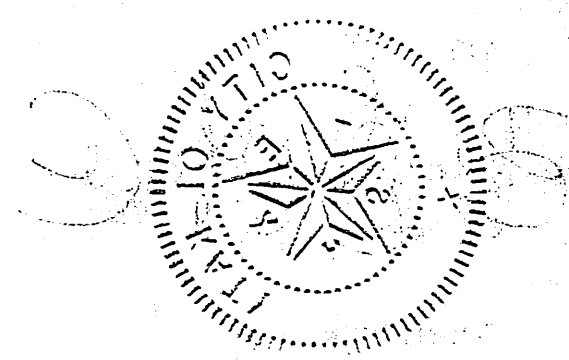
RESOLUTION NO. 12345
PASSED AT A REGULAR MEETING OF THE CITY COMMISSION
HELD AT THE CITY COMMISSION CHAMBERS, TAMPA, FLORIDA
ON THE 12TH DAY OF JANUARY, 2024.

WHEREAS, the City Commission has received a request from the

Department of Public Works to purchase certain equipment
for the maintenance of the city's infrastructure;

AND WHEREAS, the City Commission has determined that such
purchase is in the best interests of the City of Tampa;

[Handwritten Signature]



IN WITNESS WHEREOF, the City Clerk has hereunto set her hand
and the seal of the City of Tampa, Florida, this 12th day of
January, 2024.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING INTERLOCAL AGREEMENT WITH THE
CITY OF KATY FOR THE OPERATION OF THE HARRIS COUNTY
PUBLIC LIBRARY – KATY BRANCH**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Interlocal Agreement between Harris County Public Library and the City of Katy for the operation of the Harris County Public Library – Katy Branch. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.