

# **CITY OF TEMPLE – PARTNERSHIP AGREEMENT**

## **Friends of the Temple Public Library**

This Partnership Agreement (“Agreement”) is entered into on \_\_\_\_\_ by and between Friends of the Temple Public Library (“FTPL”), a Texas non-profit corporation, and the City of Temple, Texas (“City”), a home rule city in Bell County, Texas. FTTOPL and the City are each referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### **I. Recitals**

**Whereas**, FTPL is a 501 (c)(3) organization that works to support literacy in the State of Texas;

**Whereas**, FTPL must achieve a public purpose by providing services to the public that the City could provide but chooses to deliver through a non-profit entity; and

**Whereas**, the purpose of this agreement is to provide administrative support for the implementation of fundraising activities.

**Now, Therefore**, the Parties agree to the terms of this Agreement as set forth below.

### **II. General Provisions**

#### **1. Responsibilities of the Parties.**

##### **a. City Responsibilities.**

- i. The City will provide space within the Temple Public Library building for FTPL.
- ii. The City will provide administrative support for the following activities:
  1. Accepting payments for memberships and sale items on behalf of FTPL;
  2. Logistical support for fundraising activities, including but not limited to set up and take down of tables and chairs and room reservations;
  3. Publicity and community education programs including, but not limited to:
    - a. Facebook campaigns;
    - b. Billboard advertisements;
    - c. Next Door campaigns;
    - d. Disbursement of physical collateral; and

- e. Article submission for the FTPL newsletter;
- iii. The City will provide a selection of materials, which may include donations and culled Temple Public Library materials, for FTPL fundraising activities;
- iv. The City will work with FTPL to create an annual budget request for FTPL funds.

**b. FTPL Responsibilities.**

- i. FTPL will raise funds throughout the year to sufficiently support FTPL administration and the annual budget requests from the City for use by the Temple Public Library;
- ii. FTPL will manage its own checking account and maintain good accounting practices when receiving and expending funds; and
- iii. FTPL will provide an annual report and/or presentation, upon request, to the governing body of the City.

**2. Term of Agreement; Termination:**

- a. The term (Term) of this Agreement begins upon execution of this Agreement by both Parties and expires after 1 year.
- b. Either party may terminate this agreement for any reason by providing 30 days written notice to the other party.
- c. If City terminates this agreement because FTPL becomes noncompliant with any provision of the Community Organization Participation Program (COPP), the City may declare FTPL ineligible for any further participation with the City.
- d. In the event of breach or default of any provision of this Agreement, the Parties reserve the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the non-breaching Party, including immediate termination of this Agreement.

**3. Indemnification**

- a. **FTPL WILL INDEMNIFY AND HOLD THE CITY AND ALL OF ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND CONSULTANTS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, WHETHER CAUSED BY FTPL OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS FOR WHOM FTPL IS LIABLE TO THE EXTENT CAUSED BY ANY ACT OF NEGLIGENCE CAUSED BY FTPL OR ITS OFFICERS, AGENTS, EMPLOYEES; AND PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, TO THE EXTENT**

CAUSED BY ANY NEGLIGENCE BY FTPL OR ITS OFFICERS, AGENTS, EMPLOYEES, OR BREACH OF ANY OBLIGATION BY FTPL OR ITS OFFICERS, AGENTS, OR EMPLOYEES OF THIS AGREEMENT.

- b. **THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT.**

**4. Miscellaneous**

- a. **Section Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- b. **Venue and Choice of Law:** Texas law shall govern the interpretation of this Agreement and all disputes hereunder. The Agreement is to be performed in Bell County, Texas, and venue for any dispute between the parties shall be fixed in Bell County, Texas or federal district court for the Western District of Texas.
- c. **Non-Appropriations Clause:** All expenditures by the City to meet its obligations under this Agreement are subject to the City's appropriation of funds for such payments in the budget year in which they are to be made.
- d. **No Waiver of Immunity:** It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- e. **Signature Authority:** The persons executing this Agreement are authorized to sign the Agreement on behalf of the Party for which they sign and have the express power to bind the Parties for which they sign.
- f. **Notice:** All notices required to be given under this Agreement shall be given in writing via email and one of the following methods and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses set forth below. Any party may change its address for notices by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

Notice to the City of Temple shall be sent to:

City Manager's Office  
2 North Main Street, Suite 306  
Temple, Texas 76501  
[citymanagerweb@templetx.gov](mailto:citymanagerweb@templetx.gov)

With a copy to:

City Attorney's Office  
2 North Main Street, Suite 308  
Temple, Texas 76501  
[cityattorneyweb@templetx.gov](mailto:cityattorneyweb@templetx.gov)

Notice to FTPL shall be sent to:

Friends of the Temple Public Library  
Attn: President  
100 W. Adams Avenue, Suite 305  
Temple, TX 76501  
[friendsoftemplelibrary@gmail.com](mailto:friendsoftemplelibrary@gmail.com)

- g. Waiver:** No waiver by either Party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as, or implied to be, a subsequent waiver of that provision or any other provision.
- h. Assignment:** FTPL will not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the City Manager or his/her designee.
- i. Agreement and Binding Authority:** This Agreement supersedes and constitutes a merger of all prior oral and or written agreements and understandings of the Parties on the subject matter of this Agreement and is binding on the Parties and their legal representatives, receivers, executors, successors, agents, and assigns.
- j. Severability:** In the event any provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- k. Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one document.
- l. Attorney Fees:** In the event the City is required to employ an attorney or to use an attorney currently in its employ to enforce a provision of this Agreement or an part hereof, or is required to commence proceedings at law or in equity to enforce or interpret the provisions hereof, the City shall be entitled to recover reasonable attorneys' fees from FTPL.
- m. Independent Contractor:** FTPL will operate as an Independent Contractor and not as an officer, agent, servant, or employee of the City.

FTPL will have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all person performing the same. However, the scope of work or services must be consistent with the stated purpose in this Agreement. For the duration of this Agreement, FTPL will be responsible to the City for the acts and omissions of FTPL's officers, directors, authorized agents, servants, and employees, in connection with this Agreement.

*(Signature page to follow)*

CITY OF TEMPLE, TEXAS

FRIENDS OF THE TEMPLE PUBLIC LIBRARY

---

Brynn Myers  
City Manager

---

By: Albert Waite  
Title: President

ATTEST:

---

Jana Lewellen  
City Secretary

APPROVED AS TO FORM:

---

City Attorney's Office