

## LIBRARY AGREEMENT

THIS AGREEMENT, by and between the Joe Barnhart Bee County Library (“Library”) and the Beeville Independent School District (“BISD”).

WHEREAS, The Joe Barnhart Foundation owns and maintains the library building, The Joe Barnhart Bee County Library Board of Directors supervises the Joe Barnhart Bee County Library’s operations; and

WHEREAS, the Library provides services to all BISD students, faculty, and administrators, including those who reside in the Bee County, the City of Beeville, and attend other Bee County schools;

NOW THEREFORE, for and in consideration of the premises and mutual benefits, covenants, promises and agreements hereinafter set forth, City and County agree:

1. Library assumes the function of a County free library system in accordance with Vernon’s Texas Statutes and Codes Annotated (V.T.C.A.), Local Government Code, Section 323.011.

Additionally, the Library serves as the County Law Library and is supported by funds collected in accordance with the V.T.C.A. Local Government Code, Chapter 323, Section 323.023, Section 323.024, and Section 323.025.

The Library provides services that serve particular needs of each of the stakeholders (See Exhibit A).

Library services and operations are compliant with established standards that are requisite for maintaining accreditation by the Texas State Library and Archives Commission (TSLAC), which is the Library’s accrediting agency (See Exhibit B).

2. Ownership, control and management of the Library, its equipment, and resources shall be vested in and remain the sole responsibility of the Joe Barnhart Bee County Library Board of Directors (JBBCL-BOD). The Library Building shall be vested in and remain the sole responsibility of the Joe Barnhart Foundation.
3. The Library Director of the Library shall hold or secure an American Library Association accredited Master of Library Science degree (ALA-MLS), and abide by state library accreditation standards of continuing education requirements.
4. The JBBCL-BOD is comprised of thirteen members. The Joe Barnhart Foundation, City, County, and BISD are each represented on the JBBCL-BOD by two appointees, designated by the appropriate official of the respective organization. The remaining members represent the community “at-large”.

5. The Parties recognize the minimum funding level for the library for the year 2007-2008, is \$17.32 per capita, as determined by the TSLAC, the library's accrediting agency. The service population, for the same period is 25,435 as determined by the TSLAC. For the current period, the amount is \$445,144.00

The Parties, for the current funding year, contribute to the library as follows:

The Joe Barnhart Foundation	\$250,000.00
County of Bee	\$70,000.00
County of Bee ( <i>Law Library</i> )	\$5,000.00
City of Beeville	\$70,000.00
Beeville ISD	\$40,000.00
<b>TOTAL:</b>	<b>\$435,000.00</b>

6. This agreement shall remain in force for a period of one (1) year beginning October 1, 2008, and ending September 30, 2009.
7. Default:
  - a. In the event of default by Library in the performance of its obligations hereunder, and subscribing Party fails to cure such default within thirty (30) days after receipt of written notice from Library, at its option and without prejudice to any other remedy Party may have the Library's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to Library.
  - b. In the event that subscribing Party fails to make the monthly payments required hereunder and such failure is not cured within thirty (30) days after receiving written notice from the Library, the Beeville Independent School District, at its option, and without prejudice to any other remedy Library may have for the Party's breach of this Agreement, ay terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to Library.
8. This Agreement shall be binding upon parties hereto; provide, however, that neither the City, nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
9. This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Bee County, Texas.

10. Notice to Library provided herein shall be sufficient if sent by first class mail, postage prepaid to:

Joe Barnhart Bee County Library  
Attention: Library Board Chair  
110 West Corpus Christi Street  
Beeville, Texas 78102

Notice to the Beeville Independent School District provided herein shall be sufficient if sent by first class mail, postage prepaid to:

Beeville Independent School District  
Office of the Superintendent  
City of Beeville  
2400 North St. Mary's  
Beeville, Texas 78102

Or to such other addresses as the parties may designate to each other in writing.

11. This Agreement is subject to Texas Public Information Act.

APPROVED AND ADOPTED by the Office of the Superintendent for the Beeville Independent School District on the 24th day of March, 2009, and the Joe Barnhart Bee County Library on the \_\_\_\_ day of \_\_\_\_\_, 2009.

**BEEVILLE INDEPENDENT SCHOOL DISTRICT - BEEVILLE, TEXAS**

**JOE BARNHART BEE COUNTY LIBRARY**

By

\_\_\_\_\_  
Nick Cardenas, Board President

Date:

\_\_\_\_\_

By

\_\_\_\_\_  
Margie Awalt, Library Board Chair

Date:

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ATTEST:

\_\_\_\_\_  
Velma Elizalde, Board Secretary

Date:

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ATTEST:

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Steve Clegg, Library Director

Date:

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