



# JOE BARNHART BEE COUNTY LIBRARY

110 West Corpus Christi St.  
Beeville, Texas 78102  
Tel (361) 362-4901 Fax (361) 358-8694  
www.bclib.org

Dr. Sue Thomas, Superintendent  
Beeville Independent School District  
201 North Saint Mary's  
Beeville Texas 78102

RE: Funding Request FY2011

Dear Dr. Thomas,

July 28, 2011

In accordance with state library requirements, an agreement for the provision of library services between the Joe Barnhart Bee County Library and the Beeville Independent School District has been drafted and attached for your review. The library also receives supported by the City of Beeville, the County of Bee, and the Joe Barnhart Foundation. The library foresees a significant shortfall this year from other funding sources and respectfully requests a continuation of the current funding level by each of our local supporters, which is described below:

|                                      |           |
|--------------------------------------|-----------|
| Bee County                           | \$70,000  |
| Bee County (Law Library)             | \$10,000  |
| City of Beeville                     | \$70,000  |
| Beeville Independent School District | \$40,000  |
| Joe Barnhart Bee County Library      | \$250,000 |

Please write in the school district's approved contribution amount in the space provided on the draft agreement. Please make any notes or suggested changes to the draft. The library will then create an executable document and submit it for signatures.

Sincerely,

  
Steve Clegg  
Library Director

Cc School Board Trustees

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Library Director  
Steve Clegg

Library Board

Margie Ann Awalt; Ray Benavides; Darlene Conoly; Melissa Hughes;  
Nancy Jones; Jonnie Jordan; Sarah Milnarich; William Moser; Pete Perez;  
Maggie Price; Judge David Silva; Susan Stasny; Marion Williams

## LIBRARY AGREEMENT

# DRAFT

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

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 operation;  
And

WHEREAS, the Library provides services to all BISD students, faculty and administrators, including those who reside in 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 the County Law Library and is supported by funds collected in accordance with the V.C.T.A. Local Government Code, Chapter 323, Section 323.023, Section 323.024, and Section 323.025.

The Library provides services that serve the particular needs of each of the stakeholders.

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.

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. JBBCL-BOD is comprised of thirteen members. The Joe Barnhart Foundation, City of Beeville, County of Bee, and the Beeville Independent School District 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 2011-2012 is \$13.50 per capita, or, as determined by the TSLAC, the library's accrediting agency. The service for the same period is 25,413 as determined by the TSLAC. For the current period, the amount is \$343,075.50 to demonstrate the *Maintenance of Effort*.

For this year, the library requests \$40,000.00 from BISD. Remaining funds are requested from the County of Bee, the City of Beeville, and the Joe Barnhart Foundation. Please record the approved funding level in the space provided.

|                                      |                  |
|--------------------------------------|------------------|
| The Joe Barnhart Foundation          | _____            |
| County of Bee                        | _____            |
| County of Bee (Law Library)          | _____            |
| City of Beeville                     | _____            |
| Beeville Independent School District | <u>\$ 40,000</u> |

6. This agreement shall remain in force for a period of one (1) year beginning October 1, 2011, and ending September 30, 2012.
7. Default:
- 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 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.
  - In the event that subscribing Party fails to make the agreed payment(s) 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, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to Party.
8. This Agreement shall be binding upon parties hereto; provide, however, that neither the Beeville Independent School District, nor the Joe Barnhart Bee County Library shall assign, sublet, or transfer their interest in this Agreement

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  
 201 North St. Mary's  
 Beeville, Texas 78102

or to such other address 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 and the Joe Barnhart Bee County Library on the date signed below:

**BEEVILLE INDEPENDENT SCHOOL DISTRICT – BEEVILLE, TEXAS**

**JOE BARNHART BEE COUNTY LIBRARY BEEVILLE, TEXAS**

By: \_\_\_\_\_  
 Dr. Sue Thomas, Superintendent

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
 Minnie Sandoval, Assistant to the Superintendent

Attest: \_\_\_\_\_  
 Steve Clegg, Library Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_