STATE OF TEXAS §
§ **100-630-800.4940**
COUNTY OF GUADALUPE §

PUBLIC LIBRARY INTERLOCAL AGREEMENT BETWEEN GUADALUPE COUNTY AND THE CITY OF SEGUIN

This Public Library InterLocal Agreement, effective as of the date of final execution (hereinafter referred to as "Agreement"), is between Guadalupe County (hereinafter referred to as "County"), Texas, and the City of Seguin, (hereinafter referred to as "City"), Texas.

WHEREAS, the City has an established public library and has for several years provided free public library services to all citizens of the County residing in or near the City by informal agreement with the County; and

WHEREAS, the County and the City have determined to enter into this Agreement relating to the provision of free public library services (hereinafter referred to as "Library Services"), to the citizens of the County, and to set out the purposes, terms, rights, objectives, duties, and responsibilities of the County and the City with respect thereto; and

WHEREAS, the County and the City have determined that the provision of the Library Services is a public purpose and within their statutory powers of government; and

WHEREAS, the County and City are political subdivisions of the State of Texas, and are authorized to execute this Agreement pursuant to *Texas Government Code* 791.001 et. seq. as amended, and *Local Government Code* Section 323, as amended (the "Act").

NOW, THEREFORE, the County and the City, acting by and through their duly authorized officers, hereby covenant and agree as follows:

I. Purpose

1. The City agrees that the established library of the City shall assume the functions of a county library within the County, all as permitted by the Act.
2. The Librarian of the City's established library holds a county librarian's certificate from the Texas Library and Archives Commission, as required by the Act.
3. All public library facilities, books, reading material, and other equipment in the possession of the City's library shall be equally accessible to all residents of the County during the term of this Agreement.
4. All public library facilities, books, reading material, and other equipment currently owned by the City of acquired for use in its established public library during the term of this Agreement shall remain the property of the City.

II. Term and Renewal

This agreement shall be for a term commencing with effective date of this Agreement through and including October 1, 2015 to September 30, 2016 (the "Initial Term"), unless either party to this

Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term.

III. Consideration

1. In consideration of the City's provision of the Library Services during the Initial Term, the county agrees to pay the City a monthly sum of $14,131.92 (Fourteen Thousand, One Hundred Thirty One Dollars and 92/100) on the 15th day of each month following the effective date of this Agreement.
2. The County and the City agree that the monthly amount payable by the County to the City shall be determined by good faith negotiations between the County and City and that such amount shall be determined not less than thirty (30) days before the end of the Initial Term and each Renewal Term.

IV. Authorization

The governing bodies of the County and the City have duly authorized this Agreement.

V. Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, for remaining portions hereof shall continue in full force and effect.

VI. Amendments

This agreement represents the complete understanding of the County and the City with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

IN WITNESS WHEREOF, the undersigned have entered into the Public Library InterLocal Agreement, effective as stated herein.

GUADALUPE COUNTY, TEXAS

By: _____
Kyle Kutscher
Guadalupe County Judge

ATTEST

By: _____
Teresa Kiel
Guadalupe County Clerk

Date:_____

CITY OF SEGUIN, TEXAS

By: _____
Douglas Faseler
City Manager

ATTEST

By: _____
Thalia Stautzenberger
City Secretary

Date:_____