

STATE OF TEXAS

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COUNTY OF KENDALL

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**INTERLOCAL AGREEMENT FOR KENDALL COUNTY LIBRARY SYSTEM SERVICES
FY25**

This Interlocal Agreement for Kendall County Library System Services (“Agreement”) is made and entered into by and between Kendall County, (“County”), a body corporate and politic under the laws of the State of Texas, and City of Boerne (“City”), a home rule municipality situated within Kendall County, Texas, (collectively referred to as “Parties”).

WITNESSETH

WHEREAS, the Commissioners Court of County may establish, maintain, and operate a free public library system for the benefit of its residents;

WHEREAS, County and City are authorized to contract as provided by Tex. Gov’t Code Ann. §§ 791.001 *et seq*, as amended;

WHEREAS, Tex. Loc. Gov’t Code Ann. § 323.011 provides that instead of establishing a County library, the Commissioners Court of a county may contract for library privileges from an established library;

WHEREAS, City operates the Patrick Heath Public Library (“City Library”) an established library located in the City’s incorporated area; and

WHEREAS, County and City believe the best interests of County residents in, City’s incorporated area and within the unincorporated areas of Kendall County, will be served by entering into an agreement whereby City Library assume the functions of a County library within the County for all residents of County;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Incorporation of Preamble.

1.1. The Parties affirm that all of the matter set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

2. Purpose.

2.1. The purpose of this Agreement is to establish and clarify the City and County’s obligations, the cost, and the manner and method of payment for the provision of library services to Kendall County residents residing outside the incorporated limits of the City of Boerne in Kendall County.

3. Term.

3.1. The Term of this Agreement shall begin on October 1, 2024 (“Effective Date”) and terminate on September 30, 2025 (“Termination Date”). This Agreement may be renewed by County and City on October 1, each year for an additional one (1) year unless terminated by either Party.

- 3.2. Either Party may terminate this Agreement by giving six (6) months written notice to the other Party.
- 3.3. In the event sufficient funds are not appropriated by either Party to meet the Parties' obligations under this Agreement, the Parties may terminate this Agreement by providing notice to the other Party as described by section 3.2. above.
- 3.4. In the event of termination of this Agreement, property acquired under this Agreement may be subject to division. Any division of property shall be subject to division by tracing expenditures of funds. The Parties may waive the right to division by written notice to the other Party.

4. Limit of Appropriation

- 4.1. City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of THREE HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$312,188.00), specifically allocated to fully discharge any and all liabilities County may incur.
- 4.2. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that City may become entitled to and the total maximum sum that County may become liable to pay to City shall not under any conditions, circumstances, or interpretations thereof exceed THREE HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$312,188.00).
- 4.3. The County shall make all payments to City for these services from current revenues

5. City's Responsibilities.

- 5.1. During the term of this Agreement, City will assume the functions of a County Library within the County and shall provide service for County residents within the County identical to services provided to City residents.
- 5.2. The Library Director of the City Library must hold or secure a County Librarian's certificate, or other applicable certification, from the Texas State Library and Archives Commission during the entire term of this Agreement.
- 5.3. City Library shall maintain accreditation as provided by the Texas State and Library Archives Commission ("TSLAC").
- 5.4. City Library shall provide library services to all County residents, not just residents of the City of Boerne. As applicable, City Library shall provide all services required by TSLAC.
- 5.5. In the event any services should be targeted for elimination, City shall notify County as soon as services are considered for elimination.
- 5.6. Upon request, City shall provide the County with the following information regarding library operations:
 - (a) one complete copy of the approved City budget for library services as soon as available;
 - (b) quarterly reports on library expenditures and revenues, budget adjustments and other library budget changes; and
 - (c) monthly, the total number of items checked out including materials borrowed by patrons of the City and unincorporated Kendall County residents using the City Library.

6. Notices.

- 6.1. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

6.2. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this section:

County: Kendall County
Attn: County Judge
201 E. San Antonio Ave., Boerne, TX 78006

With a copy to: Kendall County General Counsel
201 E. San Antonio Ave., Boerne, TX 78006

City: City of Boerne
Attn: Ben Thatcher
447 N. Main Street, Boerne, TX 78006

6.3. A Notice is effective only if the Party giving or making the Notice has complied with subsections 6.1 and 6.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

7. Compliance With Laws.

7.1. City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, City shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8. Modifications and Waivers.

8.1. The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

9. Governing Law.

9.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. Nothing in the Agreement shall be construed to waive the City's sovereign immunity.

10. Dispute Resolution.

10.1. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

(a) The Parties shall appoint a representative that will meet to discuss and attempt to resolve any such controversy or claim;

(b) If such controversy or claim is not resolved as contemplated by clause (a), County and City

- will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
- (c) If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the Parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

11. Severability.

- 11.1. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. Captions.

- 12.1. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

13. Understanding, Fair Construction.

- 13.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. Electronic and Digital Signatures.

- 14.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY



Shane Stolarczyk, County Judge

11/25/24

Date

CITY OF BOERNE

Ben Thatcher, City Manager

Date

ATTEST:



Denise Maxwell, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$312,188.00 to accomplish and pay the obligation of Kendall County under this contract.



Corinna Speer, County Auditor