

INTERLOCAL AGREEMENT BETWEEN
MATAGORDA COUNTY AND CITY OF BAY CITY
REGARDING THE BAY CITY PUBLIC LIBRARY

THIS INTERLOCAL AGREEMENT (“Agreement”) is made between MATAGORDA COUNTY, having its principal place of business at 1700 7th Street, Bay City, Matagorda County, Texas 77414, referred to as “County,” and CITY OF BAY CITY, having its principal place of business at 1901 5th Street, Bay City, Matagorda County, Texas, 77414, referred to as “City.”

WITNESSETH:

WHEREAS, Chapter 791, entitled the Interlocal Cooperation Act of the Texas Government Code provides that local governments may contract with one another to increase the efficiency and effectiveness of their governmental services and functions; and

WHEREAS, County and City are separate governmental entities; and

WHEREAS, County and City find it mutually beneficial and in the public interest for County to participate with an established library to provide library services; and

WHEREAS, City has the necessary personnel and is willing to assume the management and operation of the Bay City Public Library; and

WHEREAS, the parties desire to undertake a governmental function or service in which the parties do not have any pecuniary purpose, and there is no profit motive; and the only purpose of the contract is to further the public good; and

WHEREAS, County has authority under Section 323.011 of the Texas Local Government Code to contract with an established library to provide library services within the county.

NOW, THEREFORE, County and City, in consideration of the mutual promises

and covenants contained in this Agreement, do agree as follows with respect to County's contribution to the operation of the Bay City Public Library:

ARTICLE 1. LEGAL AUTHORITY

Each party warrants that it possesses adequate legal authority to enter into this Agreement. The governing body of each party has authorized its respective signatory officials to enter into this Agreement and bind each party to the terms of this Agreement and any subsequent amendments thereto.

ARTICLE 2. APPLICABLE LAW

County and City agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3. WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4. TERM OF AGREEMENT

This Agreement is effective for the term beginning January 1, 2023, through December 31, 2023. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

ARTICLE 5. SCOPE OF AGREEMENT

This Agreement covers the annual amount that County will pay to the City out of the general fund of the county to provide library services at the Bay City Public Library.

ARTICLE 6. PAYMENTS FROM CURRENT REVENUES

County shall make all payments pursuant to this agreement from current revenues available to County in accordance with § 791.011 of the Texas Government Code.

ARTICLE 7. CONTROL, DIRECTION AND MANAGEMENT

By entering into this Agreement, the parties do not intend to form a joint enterprise.

At no time will the parties have an equal or mutual right of control. At all times City reserves its superior right to control the direction and management of the enterprise solely for liability purposes under this Agreement and/or solely by virtue of the City's undertaking the responsibility of managing the Bay City Public Library.

ARTICLE 8. GENERAL DUTIES OF COUNTY AND CITY

County shall provide funding in the amount of \$200,000.00 in 2023, subject to budget approval of the Matagorda County Commissioners Court. County's involvement in the library is limited to providing funding. County shall have no responsibility for performing any other duties or providing any other resources.

Payment will be made by County in equal quarterly payments made on or before January 31st, April 30th, July 31st and October 31st, and mailed to City at the address provided below.

This obligation is contingent on the City managing and operating the library. In the event the City does not manage and operate the library, then County will cease contributions immediately.

ARTICLE 9. DUTIES OF COUNTY AND CITY FOR SARGENT BRANCH

County shall provide space for the Sargent Library within the VFW building, 20305 FM 457 Hwy, Bay City, TX 77414, owned by County. The space allocated to the Sargent Library is reflected in the diagram attached as Exhibit.

County shall manage the project including, but not limited to, conducting, coordinating, and scheduling project activities and assuring quality control.

County shall maintain documentation and records for the improvements and provide them to the City and/or Friends of the Sargent Library upon request.

County shall conduct renovations according to the designs prepared and approved by the City. If an issue arises with the design, the County shall obtain the City's approval for changes.

County shall be responsible for the maintenance and repairs of the building.

County will provide property coverage for the building and County contents. The County will not be liable for any loss, damage or theft of any property of the City or others kept or stored in the library space.

City shall be responsible for the cost of any repairs to the premises or damages caused by misuse or negligence of the library employees or their guests or invitees.

City shall be responsible for maintaining their area neat and orderly. City shall be responsible for the electricity on the library space.

ARTICLE 10. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations.

The parties hereto may alter or amend this Agreement. Such amendments that are mutually agreed upon by City and County in writing shall be incorporated into this Agreement.

ARTICLE 11. SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 12. TITLES NOT RESTRICTIVE

The titles assigned to the various sections of this Agreement are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section or part of this Agreement.

ARTICLE 13. VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with this Agreement shall lie exclusively in Matagorda County, Texas.

ARTICLE 14. NOTICES

All notices required by this Agreement shall be delivered in person or by United States mail, postage prepaid, and shall be addressed:

To Matagorda County:

Matagorda County
Attn: County Judge
1700 7th Street, Room 301
Bay City, Texas 77414

To Bay City:

City of Bay City
Attn: Robert K. Nelson
1901 5th Street
Bay City, Texas 77414

[SIGNATURE PAGE FOLLOWS]

AGREED to and ADOPTED by the Commissioners Court of Matagorda Texas on the _____ day of _____, 20_____.

ATTEST:

MATAGORDA COUNTY

STEPHANIE WURTZ
COUNTY CLERK

By: NATE MCDONALD
COUNTY JUDGE

AGREED to and ADOPTED by governing body of the City of Bay City on the _____ day of _____, 20_____.

ATTEST:

CITY OF BAY CITY

JEANNA THOMPSON
CITY SECRETARY

By: ROBERT K. NELSON
MAYOR