

ADDENDUM TO LIBRARY INTERLOCAL AGREEMENT (DATED 8/31/95)  
BETWEEN THE CITY OF JOSHUA AND THE JOSHUA INDEPENDENT SCHOOL DISTRICT

INTERLOCAL AGREEMENT  
for the  
ESTABLISHMENT, CONSTRUCTION, AND OPERATION  
of a  
COMBINED PUBLIC/SCHOOL LIBRARY

This Agreement for the Establishment, Construction of a Facility, and Operation of a Combined Public/School Library (the "Agreement") is made and entered into between the City of Joshua, Johnson County, Texas, (the "City") and the Joshua Independent School District, Johnson County, Texas (the "School District") as of this 14th day of November, 1995.

1. *Recitals.*

Whereas, the School District is an independent school district organized and existing under the laws of the State of Texas; and

Whereas, the School District is required to provide library services for the use and benefit of its students; and

Whereas, the City is a general law municipality organized and existing under the laws of the State of Texas; and

Whereas, the City does not have a public library; and

Whereas, the City finds public library services to be essential for the benefit of its citizens; and

Whereas, the City and the School District desire to enter into an agreement to create and jointly fund the construction and operation of a new combined public/school library to serve both the citizens of the City and all residents of the School District; and

Whereas, the parties hereby find and declare that a combined library would allow the construction and operation of a larger and more comprehensive library than either the City or the School District could construct and operate individually;

NOW, THEREFORE, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

2. *Interlocal Agreement.*

The City and the School District are entering into this Agreement under the provisions of Section 791.001 *et seq.*, Texas Government Code (the Interlocal Cooperation Act) and Section 33.022, Education Code, which authorize political subdivisions to increase efficiency and effectiveness by entering into agreements and sharing arrangements.

3. *Term.*

The term of this Agreement shall be fifty (50) years, commencing on the date hereof.

4. *Establishment of Combined Library.*

The City and School District do hereby establish a combined public/school library, and to administer and fund the library according to the terms of this Agreement. The library shall be known as the Joshua Community Library, and shall freely serve all residents of the School District, including residents of the City.

5. *Construction of Facility.*

A. The City and the School District agree to jointly construct a combined library facility (the "Library") pursuant to the terms and conditions of this Agreement.

B. *Land.*

1. Location. The Library shall be located on land made available by the School District without charge. The land comprising approximately two (2) acres, is located on Broadway Street in the City of Joshua, Texas, and is more fully depicted on Exhibit A attached hereto.

2. Right of Access. The School District shall provide right of access that is sufficient to insure the undisturbed use and possession of the Library by the general public and City for a minimum of fifty (50) years or the useful life of the facility whichever is longer, as required by the LSCA Title II Public Library Construction Grant Program.

C. *Capital Contributions; Ownership.*

1. Capital Contributions. The City and the School District shall each make capital contributions as provided herein to pay for the cost of design and construction of the Library. The City shall contribute the sum of \$220,000 (\$200,000 in the form of a grant from the Texas State Library under the Library Services and Construction Act Title II Program and \$20,000 from City funds to be paid at \$500 per month commencing October, 1995). The School District shall initially contribute the sum of \$350,000 in the form of unencumbered School District funds. In the event either party is unable to obtain and raise the initial capital contribution necessary to construct the Library facility within six (6) months from the date hereof, this Agreement shall be null and void. Notwithstanding the foregoing, the parties may agree to extend the term of this Agreement in order to allow additional time for either party to raise the capital necessary for the construction of the Library.

2. Ownership. The Library building shall be owned by the parties in the same percentage as their initial capital contribution towards the construction of the building -- 39 percent by the City and 61 percent by the School District. The land shall continue to be owned by the School District. All books, equipment and other personal property placed in the Library facility shall be owned by the party donating, procuring or purchasing same.

D. *Management.*

1. Design and Construction Phase. The School District shall be the Project Manager, and shall manage and supervise the design and construction phase. The School District shall, on behalf of the City and the School District, enter into such agreements with architects and construction managers as are reasonably necessary to design and prepare for the construction of the building. The School District shall advertise for and seek competitive bids of all phases of the construction in accordance with applicable law. The School District may sign such construction contracts and materials contracts as may be reasonably necessary to construct the Library. Any contracts entered into by the School District shall be deemed to be a contract obligating the City and the School District jointly. The School District or its representatives shall make regular reports to the City on the status of the design, bidding or construction of the Library. Upon substantial completion of the Library, the School District shall notify the City. The City and the School District shall thereupon take possession of the Library and commence operations.

2. Payment of Construction Costs. The capital contribution shall be placed in a designated construction account in the name of the School District as Property Manager. This account must be fully insured by the FDIC or fully collateralized in accordance with applicable law. Funds shall be withdrawn by the School District from the account to pay for construction costs, architect's fees, construction management fees and other costs associated with the project. Any check issued from the construction account shall be first approved by the Board of Trustees of the School District in accordance with its normal procedures.

E. Grant Fiscal Control and Fund Accounting.

The parties agree to use fiscal control and fund accounting procedures that insure proper disbursement of and accounting for all federal funds and other monies used in the construction of the Library and to submit financial reports and performance reports, as required under the terms of the grant agreement between the Texas State Library and the City. The parties shall retain records for seven (7) years after the completion of the construction of the Library and provide access to those records by the Texas State Library and the Comptroller General of the United States, or any of their authorized representatives for so long as the records are retained. The parties shall be responsible for having an audit made in accordance with the grant agreement.

F. Federal Interest.

1. Federal Interest. Notwithstanding any other provisions of this Agreement, the parties acknowledge that the federal government retains an interest in the facility and will repay to the United States on request an amount specified below if within 20 years of the completion of construction of the library facility -- or part of the facility -- for which the assistance was received the parties or their successors in title or possession cease or fail to be public or nonprofit institutions, or the facility ceases to be used as a public library as defined in *Rules for Administering the Library Systems Act*. The amount obligated to be repaid by the parties or their successors is an amount that equals the value of the facility or part of the facility at the time of the occurrence, multiplied by the ratio of the amount of federal assistance under the grant or subgrant to the cost of the facility of part of the facility for which the assistance was received.
2. Federal Right to Recover. The parties acknowledge that they are subject to the right of the United States to recover or collect any amounts authorized by law in connection with the grant as a result of the failure to use the Library as a public library.
3. Insurance. The parties agree to maintain sufficient insurance coverage on the structure and contents to reimburse the federal obligations hereunder or rebuild the library. If the parties hereunder can not agree upon repayment or rebuilding, this agreement is deemed cancelled, the insurance proceeds shall first be applied to the federal obligation, then to the parties at the rate of contribution recited herein for the structure and any remaining proceeds shall be divided based upon actual contribution.

G. Compliance with Law; Compliance with Grant.

The parties agree to comply with all applicable laws, statutes, rules, and ordinances in the design, bidding, construction and operation of the Library. The parties agree to comply with all requirements, regulations, and policies of the Library Services and Construction Act Title II Public Library Construction Program set forth in the grant guidelines, standard, and supplemental assurances, grant application and grant contract between the Texas State Library and the City, and with all applicable federal laws, executive orders, regulations and policies governing this program. The parties shall also comply with all restrictions or requirements of any other grant obtained to construct all or a portion of the Library or any grant which may hereafter be obtained to provide for the purchase of books or equipment or operation of the facility.

6. *Operation and Maintenance of Combined Library.*

- A. The City and the School District have entered into an interlocal agreement (8/31/95) to provide for the day to day operation of the Library, the purchase and acquisition of books and equipment in the Library, the staffing of the Library, the services to be offered, and the payment of ordinary costs of operating and maintaining the combined Library. The following articles of the 8/31/95 interlocal agreement are hereby amended as follows:

5.02 Community Functions. The City shall also budget adequate funds to supply the library to serve community functions (i.e.; non-school district activities, library books, supplies, etc.). (Some of this expense can be offset with overdue book fees).

7(A)(B) Termination. The term of this Agreement shall be fifty (50) years, commencing on the date hereof.

The City and the School District shall enter into such further agreements and contracts as may be necessary in order to provide for the day to day operation of the Library, the purchase and acquisition of books and equipment in the Library, the staffing of the Library, the services to be offered, and the payment of ordinary costs of operating and maintaining the combined Library.

- B. The parties agree, in accordance with the requirements of the LSCA Title II Public Library Construction Program, that the combined library will be a fully accredited member of the Texas Library System, as provided for in *Rules for Administering the Library Systems Act*, at the time the facility opens for service.

7. *Default.*

In the event the City shall default on any obligation or covenant under this Agreement and continue in such default for a period of six (6) months after written notice thereof, the School District shall have the right to enforce specific performance of this Agreement, to seek monetary damages against the City for breach of this Agreement or to pursue any other remedy allowed by law, provided however, the School District shall not have the right to cancel or terminate this Agreement prior to the end of the term hereof. In the event the School District shall default on any obligation or covenant under this Agreement and shall continue such default for a period of six (6) months after written notice thereof, the City shall have the right to enforce specific performance of this Agreement, to seek monetary damages against the School District for breach of this Agreement, to terminate this Agreement, or to pursue any other remedy allowed by law.

8. *Miscellaneous.*

- A. *Entire Agreement.*

This Agreement, in conjunction with the 8/31/95 Interlocal Agreement, constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes all prior contemporaneous agreements and understandings, whether written or oral.

- B. *Amendments.*

This Agreement may not be amended or modified except by written instrument, dated subsequent to the date hereof and signed by the parties.

C. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Texas and shall be enforceable in Johnson County, Texas.

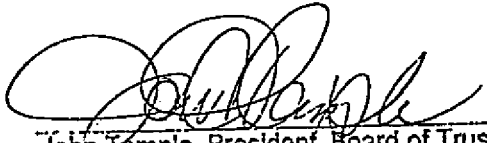
D. Notices.

Any notice required or authorized to be given hereunder may be given by hand delivery or by certified mail, return receipt requested, postage prepaid and addressed to the parties at the following addresses:


CITY: JOSHUA, TEXAS

SCHOOL DISTRICT: JOSHUA ISD

BY: \_\_\_\_\_  
James McFarland, Mayor

BY:   
John Temple, President, Board of Trustees

ATTEST: \_\_\_\_\_  
Les Miles, City Administrator

ATTEST:   
David Jackson, Secretary, Board of Trustees

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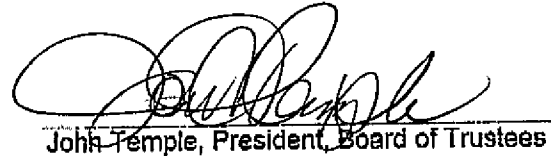
CITY: JOSHUA, TEXAS

SCHOOL DISTRICT: JOSHUA ISD

BY:

  
James McFarland, Mayor

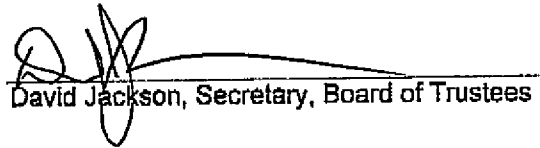
BY:

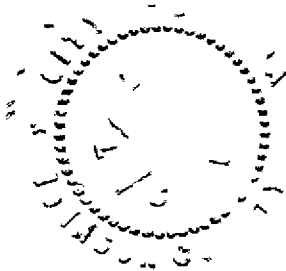
  
John Temple, President, Board of Trustees

ATTEST:

  
Les Miles, City Administrator

ATTEST:

  
David Jackson, Secretary, Board of Trustees



## LIBRARY INTERLOCAL AGREEMENT

THE STATE OF TEXAS ~

COUNTY OF JOHNSON ~

This Interlocal Agreement ("Agreement") is entered into by and between the City of Joshua ("City") and Joshua Independent School District ("JISD").

Pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791.01, Annotated, Article 44113 (32c), as amended, the parties to this Agreement have determined that the most economic and efficient manner to fulfill their interest in providing the cultural and educational benefits available by constructing and maintaining a community library for the citizens and youth of those residing in the area served by the two jurisdictions, and accordingly do hereby agree, as follows:

### ARTICLE I: PURPOSE

The parties to this Agreement will cooperate in the construction and maintenance of a community public library.

### ARTICLE II: TERMS

This Agreement shall take effect on the date set out below and shall continue until terminated by the terms of this Agreement.

### ARTICLE III: GOVERNING BOARD

**3.01 THE BOARD.** The Joshua Community Library shall be governed by a Board consisting of nine members.

**3.02 Self Governing Board.** The Board shall be a self governing body.

**3.03 Board Composition.** The Joshua Community Library shall be composed of the following individuals:

- a) The Superintendent of Schools of JISD or his/her designees
- b) The Mayor of the City or his/her designees
- c) Three members appointed by the City Council, each must reside within the city boundaries
- d) Three members selected by the Board of Trustees of JISD, each must reside within the school district
- e) One member appointed by the other eight members

3.04 Terms of Office. Each member of the Library Board with the exception of the Mayor and Superintendent shall serve staggered three year terms. Original appointments shall be specified as one, two, or three year appointments. Any unexpired term shall be filled by appointment by the entity responsible for appointing the person vacating that position on the Library Board.

3.05 Board Responsibility. The Library Board shall make budgets and submit same to the City and JISD for approval. Other responsibilities shall include establishing policies for the operation and use of the library. Board policy shall include those provisions set out in Attachment I, attached to this Agreement and made a part hereof.

3.06 Reports. The Library Board shall report quarterly to the JISD Trustees and City Council, on activities at the library.

#### ARTICLE IV RESPONSIBILITY OF JISD

4.01 Personnel. JISD shall be responsible for the employment of all library personnel including a Certified Librarian, aides, and/or volunteers, and custodial services.

4.02 Maintenance. JISD shall be responsible for building maintenance.

#### ARTICLE V RESPONSIBILITY OF THE CITY

5.01 Financial Assistance. City shall be responsible for providing sufficient funds for the salary, benefits, and other expenses associated with an aide and/or volunteer as needed due to community use. Said aides and/or volunteers, shall, however, be considered JISD employees and shall be under the control of JISD, subject to the recommendations of the Library Board.

5.02 Community Functions. The City shall also budget adequate funds to supply the library to serve community functions (i.e.; non-school district activities, library books, supplies, etc.) (Some of this expense can be offset with fees and dues.)

#### ARTICLE VI APPLICABLE POLICIES AND SUPERVISION

The JISD shall provide library services on behalf of the City in accordance with the policies and regulations of the JISD except to the extent that other policies and regulations are expressly required in the Agreement. All officers, employees, independent contractors, and agents of the JISD who perform library services on behalf of the City pursuant to this Agreement shall remain at all times officers, employees, independent contractors, and agents of the JISD, and shall be subject to the policies and regulations of the JISD. The

JISD is solely responsible for the employment, evaluation, supervision, compensation, and discipline of all such employees, independent contractors, and agents.

ARTICLE VII  
TERMINATION

A. This Agreement may be terminated by JISD or by City effective on September 1, of any year upon proper notice to the other part. In order for notice to be effective it must be received by the other party not later than the first day of June preceding the September 1 effective date.

B. The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

ARTICLE VIII  
NO WAIVER OF IMMUNITY OR DEFENSES

The parties agree that each shall only perform activities in furtherance of this Agreement that are public and governmental in nature, and that neither the JISD nor the City waives or relinquishes any immunity or defense on behalf of itself or its officers or employees solely as a result of its execution of this Agreement and performance of the governmental functions described herein. The execution of this Agreement by the City and the JISD does not in any manner limit, impair, diminish, or affect the rights or powers of the parties to perform other governmental functions as authorized by law, or to enter into other interlocal agreements not inconsistent with the terms of this Agreement.

ARTICLE IX  
APPLICABLE LAW AND JURISDICTION

The parties expressly agree that this agreement shall be construed in accordance with the laws of the State of Texas. Jurisdiction for any dispute involving the respective obligations of the parties pursuant to this agreement shall be in Johnson County, Texas.

ARTICLE X  
COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of the City and the JISD, and may not be modified in any manner without the express written consent of both parties.

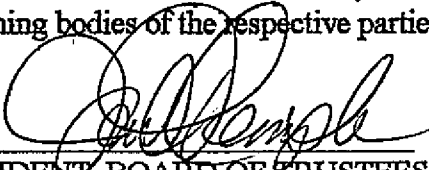
ARTICLE XI  
DUPLICATE ORIGINALS

This Agreement is executed in two (2) copies, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

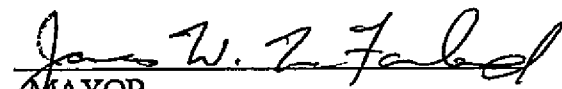
**ARTICLE XII**  
**AUTHORIZED SIGNATURES**

The undersigned individuals have been authorized by their respective governing bodies to execute this Agreement on behalf of the City and the JISD.


IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto.


  
\_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES  
Joshua Independent School District

DATE: 8-31-95

  
\_\_\_\_\_  
MAYOR  
City of Joshua, Texas

DATE: 8-31-95

ATTEST:  
  
\_\_\_\_\_  
SECRETARY, BOARD OF TRUSTEES  
Joshua Independent School District

ATTEST:  
  
\_\_\_\_\_  
CITY SECRETARY  
City of Joshua, Texas