

THE STATE OF TEXAS§

#15,297

FILED FOR RECORD
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OCT 11 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

COUNTY OF HUNT§

AN AGREEMENT MADE BY AND BETWEEN HUNT COUNTY AND THE LONE OAK AREA PUBLIC LIBRARY, PURSUANT TO GOVERNMENT CODE §323.011 FOR LIBRARY SERVICES TO BE PROVIDED TO THE CITIZENS OF HUNT COUNTY.

This contract and agreement entered into under the authority of V.T.C.A., Government Code §323.011, on this 9th day of October, 2018, by and between the *County of Hunt*, Texas, a political subdivision of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as COUNTY, and the *Lone Oak Area Public Library*, a Texas non-profit corporation, with offices in Lone Oak, Hunt County, Texas, acting herein by and through its President, hereinafter referred to as LIBRARY, whereby the parties contract and agree to the following:

WHEREAS, the residents of Hunt County are in need in library services; and,

WHEREAS, the Lone Oak Area Public Library is willing to provide full library services to 100 percent of the residents of Hunt County in exchange for certain considerations.

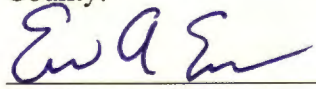
WITNESSETH

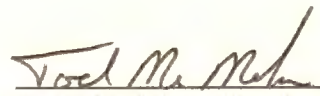
1. This contract and agreement shall remain in full force and effect for a period of TEN (10) YEARS, beginning on the 1st day of November, 2018, unless sooner terminated as provided for by V.T.C.A., Government Code §323.011.
2. The Library agrees to permit all residents of Hunt County the use of the facilities and all other regular services normally provided at the Lone Oak Area Public Library, subject to the Library's regular rules and regulations.
3. The County agrees to designate the Library as the public agent of the County for the purpose of providing library services to the residents of said county. The Library is thereby empowered to adopt all policies and procedures for the use of the public library by the residents of said county.
4. In consideration for such services mentioned above, the County agrees to budget each year the amount of Five Thousand Dollars (\$5,000.00) in the Public Services Fund for Library Allotments. Said amount shall be payable in twelve (12) equal monthly installments on the 1st day of each month during each year for the duration of the term of this Contract.
5. The Library shall provide the Hunt County Commissioners Court with a copy of the annual audit of financial accounts of the Library, showing both income and expenditures, and shall make available to the County any other reports of the financial condition of the Library and may be required by the County. County funds should be specifically identified in the annual audit.

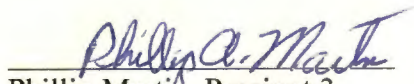
6. The Library shall furnish the County an annual report on the performance and effectiveness of the library in providing library services to the residents of Hunt County, Texas. Such report will be due at the first Commissioners Court Meeting in October of each year for the duration of this agreement.
7. It is agreed and understood by and between the contracting parties that all expenses, bills, and accounts incurred in the operation, maintenance, purchasing, and all accounts incident to the library, shall be paid by the Library, and that the County shall not be held liable for any debts of the Library.
8. The County shall not be held liable to the Library or to the Library's employees, patrons, or visitors, for any damage to person or property that might arise at the public library facility, and the Library agrees to hold the County blameless from any and all claims arising at such premises.
9. It is further agreed that this contract will be automatically renewed and extended for additional ten-year terms unless either party sends a written notice of termination before the beginning of the next term. This contract may be terminated at any time by either party by giving written notice of such intentions thirty (30) days in advance of such termination.
10. This agreement is the sole agreement between the parties that relates to the provision of library services. No modification of this Contract shall be effective unless made by an amendment in writing executed by authorized persons on behalf of the parties.

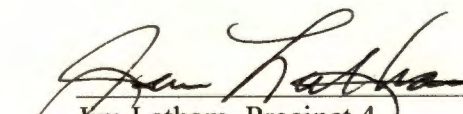
IN WITNESS WHEREOF, this contract has been formally approved and executed on behalf of each of the parties hereto by their duly authorized representatives on this 9th day of October, 2018, in Hunt County, Texas.

County:

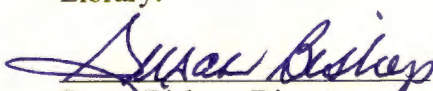

Eric Evans, Precinct 1

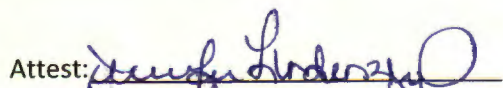

Tod McMahan, Precinct 2


Phillip Martin, Precinct 3


Jim Latham, Precinct 4
Judge Pro Tem

Library:


Susan Bishop, Director

Attest: 
Jennifer Ludenzweig, County Clerk

