

**RESOLUTION NO. 23-R-98**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS  
AUTHORIZING A PUBLIC LIBRARY INTERLOCAL AGREEMENT WITH  
GUADALUPE COUNTY, TEXAS, AND OTHER MATTERS IN CONNECTION  
THEREWITH**

WHEREAS, the City Council (the "City Council") of the City of Schertz (the "City") has determined that it is in the best interest of the City to enter into a Public Library Interlocal Agreement with the Guadalupe County, Texas (the "County"), permitting the citizens of the County to utilize the services of the City's public library; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Public Library Interlocal Agreement with Guadalupe County in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmonson, City Secretary

(CITY SEAL)

Exhibit "A"  
Interlocal Agreement

**PUBLIC LIBRARY INTERLOCAL AGREEMENT BETWEEN  
GUADALUPE COUNTY AND  
THE CITY OF SCHERTZ**

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 Schertz, (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, 2023 to September 30, 2024 (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 \$19,000.83 (Nineteen Thousand Dollars and 83/100) on the 15<sup>th</sup> 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**

**ATTEST**

By: \_\_\_\_\_  
**Kyle Kutscher**  
**Guadalupe County Judge**

By: \_\_\_\_\_  
**Teresa Kiel**  
**Guadalupe County Clerk**  
Date: \_\_\_\_\_

**CITY OF SCHERTZ, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
**Steve Williams**  
**City Manager**

By: \_\_\_\_\_  
**Sheila Edmondson**  
**City Secretary**  
Date: \_\_\_\_\_