CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS AND THE NEWARK PUBLIC LIBRARY FOR SERVICES AS A COUNTY LIBRARY

STATE OF TEXAS

COUNTY OF WISE **FY 2016-2017**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Newark Public Library, (hereinafter called "Library"), an established Public Library located in the City of Newark, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Newark, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of $27,903.42.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Newark Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice

of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2016 and ending September 30, 2017.

APPROVED by the governing body of the City of Newark, Texas in a meeting held on the 15 day of September, 2016 and executed by the Mayor of that governing body and the Librarian of the Newark Public Library, pursuant to a Resolution of the governing body.

CITY OF NEWARK, TEXAS SEAL

BY: _____
Mayor

BY: _____
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the 11 day of July, 2016 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: _____
County Judge