

Interlocal Agreement Between
Burnet County, Texas, and the City of Bertram, Texas

This Agreement is made on the ____ day of October 2024, by and between the County of Burnet, hereinafter referred to as "Burnet County", and the City of Bertram, hereinafter referred to as "City." Each entity is a political subdivision of the State of Texas and a party to this agreement.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and City.

WHEREAS, Burnet County operates a county wide public library system that supports citizens' access to free educational resources, reading material, and educational experiences. One such library of the system is located inside of the confines of City.

WHEREAS, City is dedicated to providing services for its citizens. It recognizes that the resources offered at a library benefits the local population. City wishes to financially support the County library located within so that its citizens can enjoy the benefits offered from a public library.

WHEREAS, City wishes to provide funding to Burnet County for the part-time services of an employee at the Bertram Library. Burnet County shall receive this financial assistance and in return, provide an employee at the Bertram Library who can assist local citizens with library needs.

WHEREAS, the governing bodies of Burnet County and City desire to foster goodwill and cooperation between themselves and the citizens they serve; and

WHEREAS, City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement in order to provide library services to the citizens of the county, including those located within the city. In consideration of the mutual covenants contained herein, Burnet County and City agree as follows:

Agreement

On a yearly basis, City shall provide Burnet County with funds to hire or maintain the part-time employment of a library staff at the Bertram Library. Said employee shall be an employee of Burnet County and shall be paid according to policies

set by the Burnet County Commissioners Court. The amount of funding to be provided by City will dictate the number of part-time hours the employee can work and thus provide services to the public. City shall inform Burnet County how much funding it will provide for an upcoming financial year no later than July 15th of each calendar year so that that Burnet County may budget appropriately for the upcoming financial year. In the event no funds are available, Burnet County shall make independent decisions regarding continuing to employee the part-time position.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the _____ day of October, 2024. This contract automatically renews on this same date each year thereafter until one or both of the parties decides to cancel or terminate with thirty (30) days written notice.

Compensation

By execution of this contract, the funding of a part-time employee by City shall be equally compensated by Burnet County in the form of the services to be provided by the part-time employee at the Bertram Library to the City's citizens. Further, Burnet County further agrees to provide the use of the Bertram Library facilities for City meetings upon request and at no cost. Availability on specific dates and time will be dependent upon the time of the request. All parties agree this is adequate compensation.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge.

Notice to City shall be sufficient if made or addressed to the mayor at the address for the administrative offices of City. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Indemnification

City and Burnet County agree to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to,

concerning or resulting from the negligent or willful act or omissions of the other, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

City of Bertram

Burnet County, Texas

By: _____
Mike Dickinson, Mayor

By: _____
James Oakley, Burnet County Judge

Date:

Date: