

COUNTY OF BURNET     §  
STATE OF TEXAS       §

## **INTERLOCAL COOPERATION CONTRACT**

This INTERLOCAL COOPERATION CONTRACT ("Contract") is executed by and between, BURNET COUNTY, hereinafter referred to as the "County," and the CITY OF BERTRAM, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City," acting by and through their duly authorized representatives.

WHEREAS, The City of Bertram and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

WHEREAS, the County operates the Joann Cole Mitte Memorial Library in Bertram, and

WHEREAS, the Interlocal Cooperation Act specifically lists library services as a governmental service, and provides for inter-local contracts for library services, and

WHEREAS, both the County and the City desire to enter into an Interlocal Cooperation Contract, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, with the stated purpose of providing financial support for the Joann Cole Mitte Memorial Library

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings, hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

### **Section 1. Purpose**

The purpose of this Contract is to provide support for the Joann Cole Mitte Memorial Library, which provides library services to the residents of the City of Bertram.

### **Section 2. Duties of the City**

#### **2.1 General Liability Building Insurance**

The City of Bertram will pay Three Thousand Sixty-Four Dollars and 00/XX (\$3,064.00) for general liability insurance on the Joann Ann Mitte Memorial Library located at 170 North Gabriel Street, Bertram, Texas 78605. The Friends of the Joann Mitte Memorial Library will be responsible for any amount exceeding Three Thousand Sixty-Four Dollars and 00/XX (\$3,064.00).

## **2.2 Utility Services**

The City of Bertram will pay One Thousand Dollars and 00/XX (\$1,000.00) for water, sewer and garbage. The Friends of the Joann Mitte Memorial Library will be responsible for any amount exceeding (\$1,000.00).

## **Section 3. Duties of the County**

1. **Conflicts of Interest.** County covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflict with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by County without prior written consent of the City.
2. **Use of City Funds.** County covenants to use the funds provided by the City pursuant to Section (1) of this Contract solely for the Joann Cole Mitte Memorial Library.
3. **Reporting.** The County will provide the City with an annual report on the use of the City's contributions or credits allocated to them by September 1<sup>st</sup> of each year. The report shall include the number of City of Bertram's citizens who have benefited directly from the donation/credits as well as a general statement of the use of same.

**Section 4. Term.** This Contract shall commence on October 1, 2017, and shall continue in effect until September 30, 2018, unless terminated in writing by the City or the County.

**Section 5. Authorization by Governing Bodies.** The parties agree that, in order for this Contract to take effect, it must be authorized by each governing body in conformance with Texas Government Code 791.001(d)(1).

**Section 6. Use of Current Revenues.** The City and County covenant that each party paying for the performance of governmental functions or services pursuant to this Contract must make those payments from current revenues available to the paying party in conformance with Texas Local government Code 701.011(d)(3).

**Section 7. Amendments and Modifications.** This Contract may not be amended or modified except in writing executed by the City and County and authorized by both parties.

**Section 8. Captions.** The descriptive captions of this Contract are for informational purposes only and shall in no way limit or affect the terms or conditions of the paragraphs.

**Section 9. Severability.** The sections, paragraphs, clauses and phrases of this Contract are severable and, if any phrase, clause, sentence, paragraph, or section of this Contract should be declared invalid by the final judgment or decree of any court

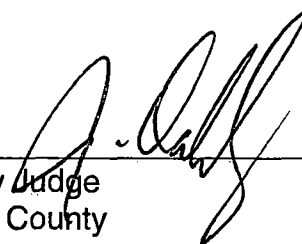
of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized agents and officers.

SIGNED AND APPROVED this the 12 day of September, 2017.

\_\_\_\_\_  
Mayor  
City of Bertram

\_\_\_\_\_  
County Judge  
Burnet County



ATTEST:

\_\_\_\_\_  
City Secretary, Bertram

\_\_\_\_\_  
County Clerk, Burnet County

