

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 MARBLE FALLS, 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 Marble Falls and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

WHEREAS, The City of Marble Falls owns The Marble Falls Public Library and the County operates the Marble Falls Public Library in Marble Falls, and

WHEREAS, the Inter-local 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 Inter-local Cooperation Contract, pursuant to the Inter-local Cooperation Act, Chapter 791, Texas Government Code, with the stated purpose of providing financial support for the Marble Falls Public 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 City and County support for the Marble Falls Public Library (hereinafter the "Library"), which provides library services to the residents of the City of Marble Falls.

Section 2. Duties of the City

1. Provide maintenance of the library building
2. Supply janitorial services and supplies
3. Provide building to house library
4. Provide insurance for building and library facilities, equipment, furnishings, books and materials.

Section 3. Duties of the County

1. **Manage and Oversee operation of the Library.** County shall oversee and manage operation of the library and the services provided by the Library, including but not limited to the following:
 - a. Hiring and over-site of County employees or other third parties that participate in the operation and services of the Library.
 - b. Provide funding, budget and authorizing of expenditures related to Library operation and management. Over-site and management of programs and activities conducted by the Library, including the acquisition of books, materials, and any equipment needed to operate and provide Library services.
 - c. Acquisition and funding for utilities for the Library.
 - d. Insure liability for operations and activities of the Library.
2. **Conflicts of Interest.** County covenants and agrees that it presently has no financial interest in this contract, other than its interest in performing the duties established by this contract and will not acquire, directly or indirectly any financial interest which would conflict with its efficient, diligent faithful performance of the terms of this contract. This agreement shall not be assigned or transferred by County without prior written consent of the City.
3. **Use of City Funds.** County covenants to use the funds provided by the City pursuant to Section (2) of this Contract solely for the purpose set out in therein, unless the City agrees to provide funding for Library services
4. **Reporting.** The County will provide the City with an annual report on the use of the City's contributions, if any, and a general statement regarding the operation and activities of the Library by the citizens of Marble Falls.

Section 4. Term. This Contract shall commence on the date that this contract is last approved by the respective parties, and shall continue in effect until September 30, 2018, unless terminated in writing by the City or the County, or unless extended by the parties.

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.

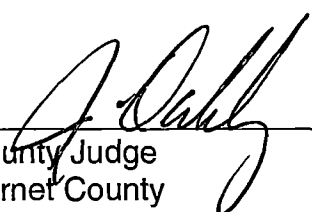
Section 8. Captions. The descriptive captions of this Contract are for informational purposes only and shall in no way limit or affect the terms or conditions of the paragraphs.

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 Marble Falls



County Judge
Burnet County

ATTEST:

City Secretary, Marble Falls



Burnet County Clerk