

COUNTY OF BURNET §

STATE OF TEXAS §

INTER-LOCAL COOPERATION CONTRACT

This INTERLOCAL COOPERATION CONTRACT ("Contract") is executed by and between, BURNET COUNTY, hereinafter referred to as the "County", and the CITY OF BURNET, 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 Burnet and Burnet County are local governments as defined §791.003 of the Texas Government Code, 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 Herman Brown Free 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 County's Herman Brown Free Library, which provides library services to the residents of the City of Burnet.

Section 2: Duties of the City

- a. **Utility Credits**: The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an account not to exceed \$3,600 for the term of this contract.
- b. **Book Purchases**: The City agrees to provide seven hundred dollars (\$700.00) per month, not to exceed an annual total of eight thousand four hundred dollars (\$8,400.00) to the Herman Brown Free Library, Burnet, Texas, for the purchase of books to the library.

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 purchase of books at the Herman Brown Free 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 1st of each year. The report shall include the number of the City of Burnet 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 the date signed below, and shall continue in effect until September 30, 2019, 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 Revenue: 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 be not 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 _____ day of _____, 2018.

MAYOR CITY OF BURNET



COUNTY JUDGE, BURNET COUNTY

ATTEST:

City Secretary, Burnet



Burnet County Clerk