

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 October 1, 2019, and shall continue in effect until September 30, 2020, 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.

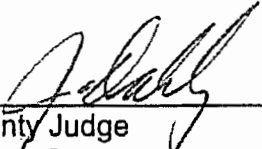
Section 9. Severability. The sections, paragraphs, clauses and phrases of this Contract are severable and, if any phrase, clause, sentence, paragraph, or section of this Contract should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not 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 22 day of October, 2019.



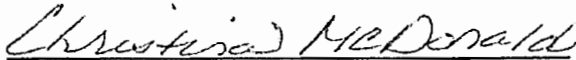
Mayor
City of Marble Falls



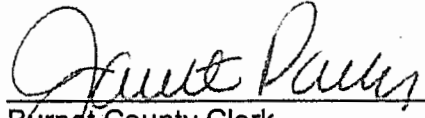
County Judge
Burnet County

ATTEST:





City Secretary, Marble Falls



Burnet County Clerk

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 1st 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, 2019, and shall continue in effect until September 30, 2020, 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.

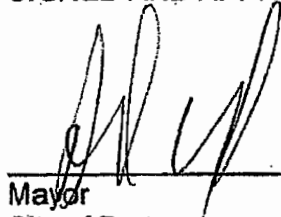
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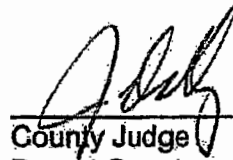
of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Contract.

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

SIGNED AND APPROVED this the 22 day of October, 2019.

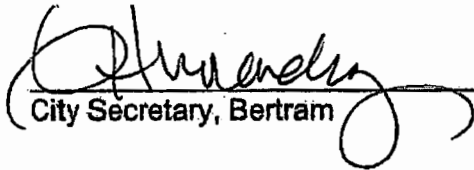


Mayor
City of Bertram



County Judge
Burnet County

ATTEST:



City Secretary, Bertram



County Clerk, Burnet County