

**CONTRACT OF SERVICE BETWEEN BURNET COUNTY, TEXAS
AND THE FRIENDS OF THE SPICEWOOD COMMUNITY LIBRARY,
INC. TO PROVIDE LIBRARY SERVICES**

STATE OF TEXAS

COUNTY OF BURNET

FY 2022

This agreement is made between **Burnet County, Texas**, (hereinafter called "**County**") and the **Friends of the Spicewood Community Library, Inc.**, (hereinafter called "**Library**"), a private entity which has established a Public Library facility located in the Spicewood area of Burnet County, Texas.

WHEREAS, Texas Local Government Code Sec. 323.011 allows a county to contract for library privileges with an established Library;

WHEREAS, Texas Local Government Code Sec. 323.012 allows a county to contract with a privately-owned library serving an area that is inadequately served by the county library;

WHEREAS, **Library** has established and maintains a privately-owned free library which services the public in the Spicewood, Texas;

WHEREAS **Library** and **County** desire to enter into a contract that provides for the established library in Spicewood, Texas to assume functions of a county library;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the **Library** and **County** agree to the following:

1. **Library** agrees to provide library services on behalf of **County** to the residents of the Spicewood, Texas area of Burnet County.
2. **County** agrees to provide for two part-time employees who shall work at the library. The total number of hours worked weekly shall be determined by the funding for the library in the **County's** annual budgeting process. The employees shall remain under the supervision of the Director of the Marble Falls, Texas Library.
3. **Library**, except as otherwise provided herein, shall have the sole

control, administration, and direction of policies over its library in Spicewood, Texas.

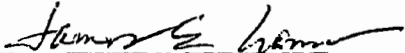
4. **Library** agrees to maintain liability insurance for its library facility and shall provide proof thereof to the Burnet County Auditor on an annual basis while this agreement is in effect.
5. **County** agrees to provide **Library** access to the library software programs/systems utilized by the county library system. The costs associated with the licensing of said use shall be paid by **County**.
6. **Library** agrees that it shall provide the income derived from the fees and fines it collects to be given to the Burnet County Treasurer so said funds may be used by **County** to pay the expenses associated with **Library's** use of **County's** library software programs/systems.
7. **County** agrees to pay all copy expenses and printing expenses of **Library**.
8. With respect to the library services provided at the Spicewood Library, all citizens of Burnet County shall be given equal privileges subject to the conditions and policies set by the Burnet County Library System.
9. **Library** agrees that its library and operational records shall be open to inspection by **County** and/or its designated representatives during normal business hours while this agreement is in effect.

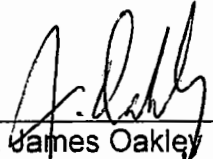
Either party may terminate this agreement for any reason by giving a six-month notice to the other.

Although executed in December 2021, the parties agree and acknowledge that the effective date of this agreement is October 1, 2021. The agreement expires on September 30, 2022 unless the County has provided funding for the library in its annual budget process. In such case, this agreement automatically renews for another one-year term on October 1, 2022 and each year thereafter that funding is appropriated.

APPROVED on this 14th day of December, 2021.

SIGNATURE ROUTINE FOR CONTRACT FOR SERVICES WITH BURNET COUNTY.


Vice President of Friends
Of the Spicewood Library


Hon. James Oakley
Burnet County Judge