

**CONTRACT BETWEEN HAYS COUNTY AND
THE KYLE COMMUNITY LIBRARY**

 ORIGINAL

STATE OF TEXAS

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COUNTY OF HAYS

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SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays, hereinafter referred to as "County", represented by County Judge Bert Cobb, M.D., and the Kyle Community Library hereinafter referred to as "Contractor" represented by Paul Phelan, Library Director. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described. Failure to comply with any item(s) of this contract can delay future quarterly payments until the item(s) of non-compliance is resolved.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor shall provide library services to Hays County residents.

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence October 1, 2016 and shall terminate September 30, 2017.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of \$30,000.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which the public funds are expended. To meet this requirement, the Contractor must submit a financial status report on the form attached hereto and incorporated as Exhibit "A" to the Hays County Auditor on the following dates.

January 27, 2017 for 1st quarter report (October 1 through December 31, 2016)

April 28, 2017 for 2nd quarter report (January 1 through March 31, 2017)

July 28, 2017 for 3rd quarter report (April 1 through June 30, 2017)

October 27, 2017 for 4th quarter report (July 1 through September 30, 2017)

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE FAILURE TO SUBMIT THE FINANCIAL STATUS REPORTS ON THE DATES NOTED ABOVE MAY RESULT IN THE AUTOMATIC TERMINATION OF THIS CONTRACT.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor shall subcontract for the performances specified herein only where such subcontracts and the subcontractors are expressly specified herein or with the prior written approval of such subcontracts and subcontractors by the County. The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Non-segregated Facilities

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

C. Employment (Race, Religion, Color, Sex or National Origin)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.
2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin
3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.
4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with equal opportunity and affirmative action.
5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

(Physical or Mental Handicap)

6. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employee is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(Age)

7. The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell or otherwise deny such property to any person(s) because of race, color, religion, sex or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex or national origin.

E. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.
- B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.
- C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

SECTION XVI. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

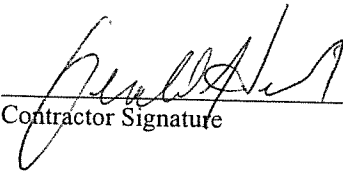
SECTION XVII. PUBLIC PURPOSE

The Contractor shall use the funds provided by the County hereunder for the provision of library services to the public, including Hays County residents. The Contractor recognizes that, in lieu of creating a "County Free Library", the County is hereby contracting for library services to be provided to the general public.

SECTION XVIII. EARLY TERMINATION

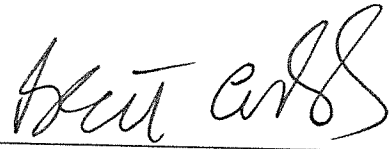
- A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.
- B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.
- C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.
- D. In the event that the Contractor has not exhausted the amount of money allocated to it in Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

WITNESS OUR HANDS EFFECTIVE THIS 12th OF October, 2016.


Contractor Signature

Gerald J. Hendrix
Type or print name

Approved and accepted on behalf of the County of Hays.


Bert Cobb, M.D.
County Judge
County of Hays