CONTRACT BETWEEN HAYS COUNTY AND San Marcos Public Library

STATE OF TEXAS \$

COUNTY OF HAYS \$

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 Ruben Becerra., and the City of San Marcos hereinafter referred to as "Contractor" represented by Diane Insley, 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, 2019 and shall terminate September 30, 2020.

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 \$85,000.

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 24, 2020 for 1st quarter report (October 1 through December 31, 2019) **April 24, 2020** for 2nd quarter report (January 1 through March 31, 2020) **July 31, 2020** for 3rd quarter report (April 1 through June 30, 2020) **October 23, 2020** for 4th quarter report (July 1 through September 30, 2020)

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE <u>FAILURE TO SUBMIT THE FINANCIAL STATUS</u> 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.