

Breckenridge Library and Fine Arts Foundation

President
David L. Clark
Vice-President
Barrett D. Clark

Post Office Box 752
Breckenridge, Texas 76424
254-559-2246
FAX 254-559-8553

Secretary-Treasurer
Rena Goldsmith

July 19, 2021

Ms. Heather Caraway
City Manager/City Secretary
City of Breckenridge
105 N. Rose
Breckenridge, TX 76424

Re: Contractual Agreement between the City of Breckenridge and the Breckenridge Library & Fine Arts Foundation

Dear Heather:

Please find enclosed for yours, the mayor and the commissioners review and consideration a proposed Contractual Agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation for the period beginning October 1, 2021 thru September 30, 2022. Nothing was changed from the previous Agreement, except for the dates.

We appreciate all that you guys have done for the Library and the Fine Art Center through the past years. I would think that the citizens of Breckenridge appreciate your helping to provide these fine facilities that are used by so many each year. Many hours of time and treasure by the Foundation and many volunteers are donated to help provide these facilities. I know that times are tough, and I feel sure that the city does not have a lot of wiggle room in your budgeting process to keep the city running, but without the city's financial support, the employees of both the Library and FAC and the many non-paid volunteers, it will be very difficult to continue to provide these wonderful facilities each year for the citizens of Breckenridge and Stephens County.

Thank you so much for your help, and if acceptable, please return one executed copy to me in the enclosed return envelope or please give me a call at 254-559-2246, Ext 1 and I'll be glad to drop by your office to pick up the BLFAF's copy. If you have any questions, please give me a call.

Sincerely yours,



David L. Clark

CONTRACTUAL AGREEMENT

The City of Breckenridge, a municipality in Stephens County, Texas, hereinafter referred to as "City" hereby contracts with the Breckenridge Library and Fine Arts Foundation, a private corporation, of Breckenridge, Stephens County, Texas, hereinafter referred to as "Foundation" for the provision of services and facilities relating to a complex located at 207 and 209 North Breckenridge Avenue, Breckenridge, Texas, hereinafter referred to as "Complex", subject to the following considerations, covenants, agreements, and conditions:

1. Term:

The term of this contractual agreement shall be for a period of one (1) year, beginning on October 1, 2021 thru September 30, 2022. This contractual agreement expires without notification on September 30, 2022.

2. Termination:

This contractual agreement may be terminated by the City or the Foundation, in whole, or from time to time, in part, whenever such termination is in the best interest of the City or Foundation. Termination will be effective thirty (30) days after delivery of written notice of termination by either party.

3. Foundation Responsibilities:

A. Foundation agrees to operate a Breckenridge Library and a Breckenridge Fine Arts facility within this complex.

B. Foundation agrees to maintain a public auditorium within this complex.

C. Foundation agrees to use of the Breckenridge Library, Breckenridge Fine Arts Facility, and the designated public meeting area within the facility, by the City of Breckenridge without any fee or use charges.

D. Foundation agrees to furnish to the City Manager's office, monthly, a copy of minutes and financial reports for the Breckenridge Library Board of Directors and for the Breckenridge Fine Arts Center Board of Directors.

4. City Responsibilities:

A. City agrees to payments to the **Breckenridge Fine Arts Center** of an amount of **\$16,100.00** during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of

payment by the Breckenridge Fine Arts Center. The City assumes no responsibility for the payment of any of the referenced cost, or for the coverage, negotiations of premiums, or processing of any insurance claims.

B. City agrees to payments to the **Breckenridge Library** of an amount of **\$13,900.00** during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of payment by the Breckenridge Library. The City assumes no responsibility for the payment of any of the referenced cost, or for coverage, negotiations of premiums, or processing of any insurance claims.

5. Notices:

All notices to be given to City shall be in writing deposited in the United States mail, certified or registered, with postage prepaid, and addressed to City of Breckenridge, Attention of City Manager, at 105 North Rose Avenue Breckenridge, Texas 76424 and to the Foundation in the same manner, addressed to Foundation, P.O. Box 752, Breckenridge, TX 76424. Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOF, the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation have executed this contractual agreement on this _____ day of _____, 2021.

CITY OF BRECKENRIDGE

BRECKENRIDGE LIBRARY AND
FINE ARTS FOUNDATION

By: _____
Bob Sims, Mayor

By: 
David L. Clark, President

ATTEST:

By _____
Heather Caraway
City Manager

STATE OF TEXAS:
COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2021, by Bob Sims, Mayor for and on behalf of said City and in the capacity herein stated.

S E A L

Notary Public

My Commission Expires: _____

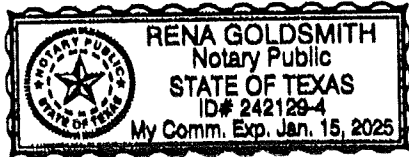
STATE OF TEXAS:
COUNTY OF STEPHENS:

This instrument was acknowledged before me on July 19, 2021, by David L. Clark, President for and on behalf of said Foundation and in the capacity herein stated.

S E A L

Rena Goldsmith
Notary Public

My Commission Expires: 1-15-25



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CITY OF BRECKENRIDGE

BRECKENRIDGE LIBRARY AND
FINE ARTS FOUNDATION

By: _____
Bob Sims, Mayor

By: 
David L. Clark, President

ATTEST:

By _____
Heather Caraway
City Manager

STATE OF TEXAS:
COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2021, by Bob Sims, Mayor for and on behalf of said City and in the capacity herein stated.

S E A L

Notary Public

My Commission Expires: _____

STATE OF TEXAS:
COUNTY OF STEPHENS:

This instrument was acknowledged before me on July 19, 2021, by David L. Clark, President for and on behalf of said Foundation and in the capacity herein stated.

S E A L

Rena Goldsmith
Notary Public

My Commission Expires: 1-15-25

