

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 BURNET**, 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 Burnet and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

WHEREAS, the County owns and operates the Herman Brown Free Library in Burnet, and

WHEREAS, the Interlocal Cooperation Act specifically lists library services as a governmental service, and provides for interlocal 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 Herman Brown Free 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 County’s Herman Brown Free Library, which provides library services to the residents of the City of Burnet.

Section 2. Duties of the City.

- a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$11,000.00 for the term of this contract.

- b. Contribution: The City agrees to provide a five-thousand-dollar (\$5,000.00) contribution to the Herman Brown Free Library, Burnet, Texas.

Section 3. Duties of the County.

a. Conflict of Interests. 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.

b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1) (b) this Contract solely for the purchase of books at the Herman Brown Free Library.

c. Reporting. The County will provide the City with an annual report on the use of the funds or credit allocated to them by September 1st of each year. The report shall include the number of City of Burnet citizens who have benefitted directly from the donation as well as a general statement of the use of funds.

Section 4. Term. This Contract shall commence on October 1, 2024, and shall continue in effect until September 30, 2025, 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 791.011(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 effect 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 24th day of September 2024.

Gary Wideman, Mayor

County Judge, Burnet County

ATTEST:

Title

Maria Gonzales, City Secretary

Burnet County Clerk

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Burnet County Heritage Society (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority to support the preservation of artifacts and the history of the City of Burnet (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement at the September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: preserve the history and collected historical artifacts to include Fort Croghan through an efficient and informative preservation program that provides the community with the historical origins of the City of Burnet and Burnet County.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Burnet County Heritage Society located at 703 Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$4,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an

authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental, or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4

Burnet, Texas 78611

If to Recipient: Burnet County Heritage Society
P.O. Box 74
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

ARTICLE 13 MISCELLANEOUS

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2024.

RECIPIENT:

Burnet County Heritage Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed by and between the **CAPITAL AREA RURAL TRANSPORTATION SYSTEM**, P.O. Box 6050, Austin, TX 78762 hereinafter referred to as "CARTS", and the **CITY OF BURNET**, 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 Burnet is a local government as defined in 791.003 of the Texas Government Code, and

WHEREAS, the CARTS District is a rural/urban transit district organized under Chapter 458 of the Texas Transportation Code as a political subdivision of the state and an entity responsible for transit services in a 7200 square mile nine-county area which includes the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties; and

WHEREAS, both the City of Burnet and CARTS desire to enter into an Agreement which will help provide rural transportation at an affordable rate for the citizens of the city, and

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 services and functions as follows:

Section 1. Program Funding Assistance. The City agrees to provide program funding assistance to CARTS in an amount not to exceed \$8,000 for the term of this Agreement

Section 2. Conflict of Interests. CARTS covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by CARTS without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, 2024, and shall continue in effect until September 30, 2025, unless terminated in writing by the City or CARTS.

Section 4. Reporting. CARTS will provide the City with an annual report on the use of the funds or credit allocated to them by September 1 of each year. The report shall include the number of City of Burnet citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

Section 5. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and CARTS and authorized by both parties.

Section 6. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 7. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement 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 Agreement.

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

SIGNED AND APPROVED this the 24th day of September 2024.

Gary Wideman, Mayor

CARTS

ATTEST:

Title

Maria Gonzales, City Secretary

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Opportunities for Williamson and Burnet Counties (OWBC) (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority to support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding for Senior Nutrition Services to the community including but not limited to providing meals to participants aged 60 and older or disabled persons in an amount, not to exceed, \$15,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an

authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369, 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Opportunities for Williamson and Burnet Counties
604 High Tech Drive
Georgetown, Texas 78627

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

ARTICLE 13 MISCELLANEOUS

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Opportunities for Williamson and Burnet Counties (OWBC)
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill County Children’s Advocacy Center (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority to provide a voice for children who may be suffering from abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding assistance in the amount of \$17,200.00. The \$17,200.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to

Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4

Burnet, Texas 78611

If to Recipient: Hill County Children's Advocacy Center
1001 N. Hill Street
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill County Children’s Advocacy Center
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Boys and Girls Club of the Highlands Lakes (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority to provide the youth in the in the community with opportunities to become good citizens and lead healthy, productive lives (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: a safe space where young people in the community have the freedom to focus on reaching their full potential by exploring innovative programs designed to empower youth to excel in school, become good citizens and lead healthy, productive lives; and, by providing caring guidance and support in order to help them grow into confident, capable adults.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,500.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

- 5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received

under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF,**

RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369

1001 Buchanan Street, Suite 4
Burnet, Texas 78611

If to Recipient: Boys and Girls Club of the Highland Lakes
P.O. Box 181
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall, at all times, be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

INSERT NAME

RECIPIENT:

Boys and Girls Club of the Highlands Lakes
A not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Hill Country Community Foundation (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority to serve the children of the community by supporting educational scholarship opportunities (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: Investing in the young people of Burnet Consolidated Independent School District by awarding scholarships.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Community Foundation located at 400 East Jackson Street, Burnet, Texas, in an amount, not to exceed, \$4,000.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

- 5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

ARTICLE 10 NOTICE

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Community Foundation
P.O. Box 848
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Community Foundation
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Lakes Area Care, Inc.(LACare) (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City supports a real and lasting impact in the fight against hunger by supporting the local foodbank that provides nutrition to families in need (hereinafter “Public Services”) to benefit public health, safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: by providing a real and lasting impact in the fight against hunger in the City of Burnet by providing food and proper nutrition to families and individuals in need through the LACare foodbank.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to LACare located at 507 W. Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$6,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to

Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4

Burnet, Texas 78611

If to Recipient: Lakes Area Care, Inc.
LACare
P.O. Box 1115
507 W. Buchanan Drive
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Lakes Area Care, Inc.
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Burnet County Child Welfare Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority work to provide the tangible needs of children receiving Child Protective Services due abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

ARTICLE 10 NOTICE

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Burnet County Child Welfare Board
1104 Buchanan Drive, Suite 2
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Burnet County Child Welfare Board
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the CASA for the Highland Lakes Area Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children receiving Child Protective Services due abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: advocating for children and families in the foster care system by providing a stable path to justice and healing through efficient, coordinated, services in a five-county area of the Hill Country.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

ARTICLE 10 NOTICE

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: CASA for the Highland Lakes Area
 1719 Ridgeview
 Kingsland, TX 78654

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

ARTICLE 13 MISCELLANEOUS

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

CASA for the Highland Lakes Area
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

§
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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill Country Smiles Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children in need in the community (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: education and care pertaining to oral health as it relates to overall health, to eliminate tooth decay and infection in the underserved population, all while cultivating lasting relationships throughout the community.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

ARTICLE 6 RECORDS

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

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- 9.04 City's Liability Limitations. Should City fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental, or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
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ARTICLE 10 NOTICE

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Smiles
811 N. Water Street
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

ARTICLE 11 RELATIONSHIP

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

ARTICLE 12 ASSIGNMENT

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

ARTICLE 13 MISCELLANEOUS

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

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- 13.04 Exhibits. Intentionally deleted.
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Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Smiles Board
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill Country Humane Society (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children in need in the community (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

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AGREEMENT:

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- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

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If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Humane Society
9150 RR 1431 RM
Buchanan Dam, Texas 78609

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

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ARTICLE 12 ASSIGNMENT

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

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Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Humane Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary