

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF  
BURLESON, HALTOM CITY, KELLER, RICHLAND HILLS, WATAUGA, THE  
BENBROOK LIBRARY DISTRICT, AND THE FOREST HILL LIBRARY DISTRICT  
FOR RECIPROCAL LENDING OF LIBRARY MATERIALS**

**THIS AGREEMENT** (“Agreement”), is made and entered into by and between the Benbrook Library District in Benbrook, Texas, the Forest Hill Library District in Forest Hill, Texas, political subdivisions of the State of Texas under Chapter 326 of the Local Government Code located in Tarrant County, Texas, the Cities of Haltom City, Keller, Richland Hills, and Watauga, Texas, home-rule municipalities located in Tarrant County, Texas and the City of Burleson, a home-rule municipality located in Johnson County, Texas (hereinafter collectively referred to as “Parties” or individually as “Party”).

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq. (the “Act”); and

**WHEREAS**, the Parties are all local governments as defined by Section 791.003 (4) of the Act engaged in the provision of governmental functions and services to their citizens and patrons; and

**WHEREAS**, the Parties’ public library systems desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

**WHEREAS**, a program involving reciprocal lending of materials is believed by each of the Parties to be in the best interest of its respective patrons; and

**WHEREAS**, the Parties have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**NOW THEREFORE**, for mutual consideration hereinafter stated, the Parties agree as follows.

**I. TERM**

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2021 and ending September 30, 2022 to be renewed automatically unless cancelled by any Party as provided in Section IV. TERMINATION herein.

**II. OBLIGATIONS OF THE PARTIES**

1. The term RECIPROCAL LENDING as used herein means and refers to the privileges which the Parties mutually agree to extend to individuals who are residents, taxpayers, or members (hereinafter, “member”) of another Party’s municipality or political subdivision. RECIPROCAL LENDING privileges shall be subject to the general rules and regulations of the issuing Party with respect to its borrowers, it being the intention of the Parties that qualified patrons of each district during the term of the Agreement may have the same borrowing privileges afforded to the other Party’s members, wherever practical.

2. The Parties shall mutually accord to individual members of each Party RECIPROCAL LENDING privileges as defined in paragraph 1 with the following exceptions:

- (a) RECIPROCAL LENDING will not entitle the cardholder to free interlibrary loan services; and
- (b) RECIPROCAL LENDING will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.

### **III. FEES/PAYMENTS DUE**

Each Public Library System will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Any renewal will be subject to the revenues available for that Agreement term.

### **IV. TERMINATION**

Any Party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other Parties sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

### **V. IMMUNITY**

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in Parties who are not signatories to this Agreement.

### **VI. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

### **VII. NOTICES**

Unless notified otherwise in writing, all notices are required to be given to all Parties in writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Jana Prock, Director  
640 Johnson Rd  
Keller, Texas 76248

### **VIII. AUTHORITY TO SIGN**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

### **IX. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement by giving the other Parties thirty (30) days written notice.

### **X. VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Tarrant County, Texas, and if legal and necessary, exclusive venue shall lie in Tarrant County, Texas.

### **XI. INTERPRETATION OF AGREEMENT**

Each Party has had the opportunity to have this Agreement reviewed by an attorney. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

### **XII. REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

### **XIII. SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by its authorized representative on the day and year last signed below.



**BENBROOK LIBRARY DISTRICT**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Carol Hafer, President, Board of Trustees

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Betsy Elam, Attorney for the District

**CITY OF BURLESON**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Chris Fletcher, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allen Taylor, City Attorney

**FOREST HILL LIBRARY DISTRICT**

DATE \_\_\_\_\_

BY: \_\_\_\_\_

Dulani Masimini, Board President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**CITY OF HALTOM CITY**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
An Truong, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Wayne Olson, City Attorney



**CITY OF KELLER**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Mark Hafner, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**CITY OF RICHLAND HILLS**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Edward Lopez, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Betsy Elam, City Attorney

**CITY OF WATAUGA**

DATE \_\_\_\_\_

BY: \_\_\_\_\_

Andrea Gardner, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney