

STATE OF TEXAS

COUNTY OF TARRANT

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between the Benbrook Library District, the City of Burleson, Texas; the City of Decatur, Texas; the City of Haltom City, Texas; the City of Haslet, Texas; the City of Keller, Texas; the City of Richland Hills, Texas; the City of Roanoke, Texas; the City of Saginaw, Texas; the City of Watauga, Texas; and the Forest Hill Library District, each governmental entities organized under the laws of the State of Texas (individually referred to as “Party” and collectively as “Parties”) effective October 1, 2022.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

**WHEREAS**, the Benbrook Library District (“Benbrook”), the Cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, and Watauga (collectively referred to herein as “the Cities”) and the Forest Hill Library District (“Forest Hill”) have entered into an MOU for the reciprocal lending of library materials (“Reciprocal Lending Agreement”); and

**WHEREAS**, Benbrook desires to acquire a vehicle suitable for transporting books and other library materials to other libraries participating in the Reciprocal Lending Agreement; and

**WHEREAS**, the Cities and Forest Hill have the need to transport books and other library materials to other libraries participating in the Reciprocal Lending Agreement.

**NOW, THEREFORE**, Benbrook, the Cities, and Forest Hill hereby contract, agree, and covenant for good and valuable consideration as follows:

I.

A. **Benbrook’s Responsibilities:** Benbrook agrees to:

1. Acquire, maintain, and insure a vehicle suitable for the transportation of books and other library materials.
2. Hire an employee whose primary responsibility will be to transport books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties.
3. Use its best efforts to schedule the delivery of books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties on a consistent basis in accordance with the Schedule set forth in Exhibit A attached

hereto and incorporated herein. However, Benbrook shall have no responsibility for delivering materials on days on which Benbrook is closed.

4. Provide a monthly report at the MetroShare Director's meeting regarding the services provided herein.

B. The Cities and Forest Hill's responsibilities: The Cities and Forest Hill agree to:

1. Reimburse Benbrook for (i) a proportionate share of gasoline expenses incurred by Benbrook under this MOU; and (ii) a proportionate share of the salary of the employee hired by Benbrook in accordance with Paragraph I.A.2 over and above any grant funding received from the Texas State Library and Archives Commission for this purpose. The amount to be paid by the Cities and Forest Hill is outlined in Exhibit B attached hereto and incorporated herein.
2. The payment required by paragraph I.B.1 above shall be paid within thirty (30) days of execution of this MOU.

C. Dispute Resolution: Disputes arising between the parties regarding lost materials shall be resolved by the library directors involved in the dispute. Should the Parties fail to resolve the dispute, the President of MetroShare will review the matter and issue a final determination. If the President is involved in the dispute, then the Vice President will issue a final determination.

## II.

A. Term: The term of this MOU is for a period of one year beginning on October 1, 2022, and ending September 30, 2023. This MOU shall automatically renew for successive one (1) year terms unless terminated as provided in Section II.B. below.

B. Termination: Any Party to this MOU may, without stating cause or justification, terminate this MOU by giving written notice to the other Parties at least sixty (60) days in advance of the expiration of the then current Term. Upon termination, the MOU and the Parties' obligations will continue through the then current Term.

## III.

Each Party shall operate hereunder as an independent contractor and not as an officer, member, trustee, agent, servant, or employee of any other Party. Each Party shall be solely responsible for the acts and omissions of its officers, members, trustees, agents, servants, and employees. No Party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, trustees, agents, servants, or employees of any other Party.

## IV.

Nothing in this MOU shall waive any statutory or common-law immunity or defense of Benbrook, the Cities, or Forest Hill, nor shall anything contained within this MOU inure to the benefit of any third party.

V.

The persons executing this MOU are duly authorized to sign this MOU on behalf of such Party.

VI.

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. Each Party has participated in the negotiation and review of this MOU and the terms of this MOU shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is a drafter of this MOU.

VII.

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:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

{ SIGNATURE PAGES TO FOLLOW }

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Benbrook Library District.

**BENBROOK LIBRARY DISTRICT**

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

Attest:  
\_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the City of Burleson, Texas.

**CITY OF BURLESON, TEXAS**

By: \_\_\_\_\_  
Bryan Langley, City Manager

ATTEST:  
\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the City of Decatur, Texas.

**CITY OF DECATUR, TEXAS**

By: \_\_\_\_\_  
Mara Nate

ATTEST:  
\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Haltom City, Texas.

**CITY OF HALTOM CITY, TEXAS**

By: \_\_\_\_\_  
Rex Phelps, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Haslet, Texas.

**CITY OF HASLET, TEXAS**

By: \_\_\_\_\_  
Gary Hulsey, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Keller, Texas.

**CITY OF KELLER, TEXAS**

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

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Richland Hills, Texas.

**CITY OF RICHLAND HILLS, TEXAS**

By: \_\_\_\_\_  
Candice Edmondson, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Roanoke, Texas.

**CITY OF ROANOKE, TEXAS**

By: \_\_\_\_\_  
Cody Petree, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Saginaw, Texas.

**CITY OF SAGINAW, TEXAS**

By: \_\_\_\_\_  
Gabe Reaume, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
City of Watauga, Texas.

**CITY OF WATAUGA, TEXAS**

By: \_\_\_\_\_  
Joshua Jones, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the  
Forest Hill Library District.

**FOREST HILL LIBRARY DISTRICT**

By: \_\_\_\_\_  
Dr. Nicole Johnson  
President, Board of Trustees

ATTEST:

\_\_\_\_\_

# EXHIBIT A

## Route

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Mondays and Fridays:

<b>From</b>	<b>To</b>	<b>Mileage</b>	<b>Travel Time</b>
Benbrook	Burleson	17.2	20
Burleson	Keller	33	50
Keller	Decatur	35.3	50
Decatur	Benbrook	50.2	60

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Tuesdays and Thursdays:

<b>From</b>	<b>To</b>	<b>Mileage</b>	<b>Travel Time</b>
Benbrook	Burleson	17.2	20
Burleson	Forest Hill	12.2	15
Forest Hill	Richland Hill	14.4	25
Richland Hill	Haltom City	3.6	10
Haltom City	Watauga	3.8	10
Watauga	Keller	5.6	15
Keller	Roanoke	4.6	15
Roanoke	Haslet	9.2	20
Haslet	Saginaw	10.7	25
Saginaw	Benbrook	17.6	25

This route is subject to change with notice.

## Library Closings

On the days that Benbrook Library is closed, no deliveries will be made. These are the following days for FY23:

Thursday, November 24<sup>th</sup>  
Friday, November 25<sup>th</sup>  
Friday, December 23<sup>rd</sup>  
Monday, December 26<sup>th</sup>

Monday, January 2<sup>nd</sup>  
Monday, May 29<sup>th</sup>  
Tuesday, July 4<sup>th</sup>  
Monday, September 4<sup>th</sup>

Benbrook will decide if the weather is not fit for driving. If the days can be made up for inclement weather, they will be made up on Wednesday. If a partner library will be closed for a day, then they will need to let Benbrook Library know when possible.



# EXHIBIT B

The following amounts will be paid by each Party, including the \$468 cost of gas.

	2021 Budget	% of budget	Gas	Courier Yr 1	TOTAL
<b>Benbrook</b>					
<b>Burleson</b>	\$ 1,326,038	17%	\$468	\$813	\$ 1,281
<b>Forest Hill</b>	\$ 313,948	4%	\$468	\$193	\$ 661
<b>Richland Hills</b>	\$ 376,848	5%	\$468	\$231	\$ 699
<b>Haltom City</b>	\$ 975,513	13%	\$468	\$598	\$ 1,066
<b>Keller</b>	\$ 1,653,429	22%	\$468	\$1,014	\$ 1,482
<b>Roanoke</b>	\$ 613,383	8%	\$468	\$376	\$ 844
<b>Decatur</b>	\$ 552,072	7%	\$468	\$339	\$ 807
<b>Haslet</b>	\$ 330,354	4%	\$468	\$203	\$ 671
<b>Saginaw</b>	\$ 627,404	8%	\$468	\$385	\$ 853
<b>Watauga</b>	\$ 811,846	11%	\$468	\$498	\$ 966
<b>TOTALS</b>	\$ 7,580,835	100%	\$4680	\$4,650	\$ 9,330