

STATE OF TEXAS
COUNTY OF DENTON

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**INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES**

This **INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES** (“Agreement”) is made as of the Effective Date by and between the **Forest Hill Public Library District**, a Texas governmental entity created in accordance with Chapter 326 of the Texas Local Government Code (“Forest Hill Public Library District”) and the **City of Everman**, a Texas home-rule municipality (“Everman”), (Forest Hill Public Library District and Everman may be collectively referred to herein as the “Parties” or separately as “Party”).

RECITALS:

WHEREAS, Forest Hill Public Library District operations include the provision of public library services for City of Forest Hill residents; and

WHEREAS, Everman has recently made the decision to close and discontinue operation of its public library; and

WHEREAS, Everman has requested, and Forest Hill Public Library District has agreed, to provide library services for residents of Everman under the terms of this Agreement; and

WHEREAS, Forest Hill Public Library District and Everman intend to enter in this Agreement pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, as amended;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Forest Hill Public Library District and Everman hereby agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on October 1, 2023 (the “Effective Date”) and end on September 30, 2028 (the “Expiration Date”). The period from the Effective Date to the Expiration Date shall be referred to as the Initial Term.

1.2 This Agreement shall be extended for up to two (2) periods of five (5) year each on October 1, 2028, and October 1, 2033 (each a “Renewal Term”), unless terminated at an earlier date in accordance with the terms of this Agreement. (The Initial Term and all Renewal Terms shall be collectively referred to herein as “Term.”)

**Article II
Library Services**

2.1 Forest Hill Public Library District agrees to provide public library services to

Everman residents who obtain a new or renewal Forest Hill Public Library District Library Card under the terms of this Agreement in the same manner as Forest Hill Public Library District provides to residents of the City of Forest Hill.

2.2 Forest Hill Public Library District agrees to issue non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals to Everman residents upon showing by said Everman residents of proper proof of residency in Everman, Texas, at no cost to the Everman resident. Valid proof of residency in Everman shall include a driver's license, government-issued identification card or license, utility bill, or other documentation bearing a residential address located within Everman, Texas. Without requiring an amendment to this Agreement, Everman may from time to time approve or reject additional types of proof of residency by providing written notice to Forest Hill Public Library District.

III. Fees and Payments

3.1 Everman shall pay Forest Hill Public Library District Twenty Thousand and No/100 (\$20,000.00) Dollars per year for the library services provided as set forth herein (the "Library Services Fee"). Forest Hill Public Library District shall have the option, annually, to review the Library Services Fee and provide notice in writing to Everman on or before March 1 of said year, of an adjustment in the amount of the Library Services Fee, not to exceed fifteen (15%) percent of the then-current Library Services Fee. Upon receipt of any such notice of exercise of the option to adjust the Library Services Fee, Everman shall have the right to terminate the Agreement by providing written notice of termination on or before September 1 of the same calendar year. If Everman does not terminate the Agreement, the adjusted Library Service Fee will become effective on October 1 of the same calendar year.

3.2 Forest Hill Public Library District shall submit an annual invoice to Everman not later than October 15 of each year indicating the applicable amount due for that annual billing period (October 1 of the current year through September 30 of the following year). Everman shall pay said invoiced amounts not later than thirty (30) days after receipt of the invoice, unless otherwise provided herein.

3.3 All payments herein shall be made from current revenues available to Everman. Forest Hill Public Library District acknowledges that this Agreement is subject to annual appropriation by Everman, and Everman agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by Forest Hill Public Library District.

3.4 If Everman fails to timely pay Forest Hill Public Library District under this Agreement, Forest Hill Public Library District may temporarily suspend library services to Everman residents in accordance with the terms of this Agreement until payment is received.

IV. Records and Audit

4.1 Forest Hill Public Library District shall keep a record of the number of all non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals issued to Everman residents by Forest Hill Public Library District under the terms of this Agreement, including the resident's full name, full residential address, and date of issuance.

4.2 Everman, at Everman's expense shall have the right to audit the records kept by Forest Hill Public Library District pursuant to Section 4.1 herein, during Forest Hill Public Library District' regular business hours not earlier than five (5) days after delivery of notice to Forest Hill Public Library District requesting such audit.

4.3 Forest Hill Public Library District has determined that disclosure of records to Everman under Section 4.2 herein is reasonably necessary for the operation of the Forest Hill Public Library District Public Library and that said records are not confidential under other state or federal law. Everman hereby agrees to hold records obtained from Forest Hill Public Library District under Section 4.2 confidential unless disclosure is otherwise required by law.

V. Termination and Default

This Agreement may be terminated by either Party at any time by providing one hundred and eighty (180) days' notice to the other Party subject to the following:

- (a) If notice of termination is provided by Everman pursuant to this Section V, upon receipt of the notice of termination, Forest Hill Public Library District shall continue issuance of all non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals to Everman residents until the date of termination; and
- (b) If notice of termination is provided by Forest Hill Public Library District pursuant to this Section V, upon the date of termination, Forest Hill Public Library District shall continue to issue non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals and provide library services to Everman residents through the end of the then current term unless Everman notifies Forest Hill Public Library District otherwise.

Notwithstanding termination of this Agreement pursuant to this Section V, Forest Hill Public Library District shall continue to provide library services to each Everman resident who was issued a Forest Hill Public Library District Library Card prior to the date of termination until said Everman resident's card expires.

VI.
Miscellaneous.

6.1 **Force Majeure.** If the performance of any provision of this Agreement by either Party is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

6.2 **Contractual Relationship.** The relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the Parties. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and the execution of this Agreement shall not be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Parties, either individually or collectively, and by execution of this Agreement the Parties make no representations regarding the validity of the actions taken by the other Party hereto.

6.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all the Parties.

6.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

6.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the Parties hereto, their successors or assigns, regarding this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

6.7 **Further Assurances.** Each Party agree to perform any further acts and to sign and

deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.8 **Notice**. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the Party intended to receive it at the address(es) shown below:

If to Forest Hill Public Library District: Forest Hill Public Library District
Attn: Director Michael Hardrick
6962 Forest Hill Drive
Forest Hill, TX 76140

If to Everman: City of Everman
Attn: City Manager Craig Spencer
212 N. Race Street
Everman, TX 76140

6.9 **Effective Date**. This Agreement shall be binding on the Parties when signed by the authorized representatives of each Party.

6.10 **Counterparts**. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

6.11 **Recitals**. The recitals to this Agreement constitute a part of this Agreement.

(Signature page to follow)

Signed and Agreed this _____ day of _____, 2023.

Forest Hill Public Library District

By: _____
Michael Hardrick, Director

Signed and Agreed this _____ day of _____, 2023.

City of Everman, Texas

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney