

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered as of March 26, 2018 by the **Housing Authority for the City of Laredo** (the "Laredo Housing Authority" or the "LHA"), and the **City of Laredo** (the "City") for the **Laredo Public Library** (the "Library") pursuant to action taken by Laredo City Council on November 20, 2017 for the operation of BiblioTech sites. Collectively, the LHA, the City, and the Library shall be referred to as the "Parties".

II. PREAMBLES

WHEREAS, the City is a municipality in the State of Texas that provides resident services that include social services and quality of life programs;

WHEREAS, the LHA is a public housing authority established to serve lower-income individuals by providing housing and related needs, including various social services;

WHEREAS, the Laredo Public Library is a public library that focuses on supporting students at all academic levels, stimulating children's' interest in reading and learning, and provides resources and services to meet the informational, educational, professional and recreational needs of all residents of the City of Laredo and Webb County, Texas;

WHEREAS, the Parties are jointly interested in the creation of the "Laredo BiblioTech Initiative" to further literacy and access to educational opportunities for all citizens;

WHEREAS, the Parties seek to collaborate to develop and implement two (2) digital library sites (the "Laredo BiblioTech sites") to be located in Laredo, Texas, and to be made available to lower-income communities and the general public in and around areas served by the LHA and the Library;

WHEREAS, the Parties acknowledge that "BiblioTech" is a marketing brand owned by Bexar County and is being shared by Bexar County, at no cost, with the Library and the LHA;

WHEREAS, the Parties acknowledge the contribution of Bexar County and because Bexar County has imposed various requirements on the LHA as reflected in the "Bexar County/LHA MOU" between the LHA and Bexar County, such requirements are incorporated more particularly below to support this MOU between the Parties;

WHEREAS, the two (2) prospective new Laredo BiblioTech sites are to be located at the Casa Verde Apartments at 8501 Casa Verde Rd, Laredo, Texas 78045 and the Ana Maria Lozano Housing Development at 6500 Springfield, Laredo, Texas 78041;

WHEREAS, the Parties agree to share information, knowledge, practices, and intellectual property only related to the digital and electronic resources as needed only to promote and maximize the positive impact of the digital library sites and services;

WHEREAS, the Parties agree that BiblioTech will only be utilized by authorized Library users who maintain a valid and unexpired Laredo Public Library card; and

WHEREAS, the Parties agree to contribute financial resources as described below and which are authorized and available in order to develop, implement, and make viable the (2) two named prospective Laredo BiblioTech sites as described above and under this Agreement.

NOW, THEREFORE, the Partners wish to work together and achieve the following:

III. RESPONSIBILITIES OF HOUSING AUTHORITY FOR THE CITY OF LAREDO

The LHA hereby agrees to:

1. Share with the Library any intellectual and implementation knowledge that is beneficial to the development and services at BiblioTech sites.
2. Ensure that a City representative is a permanent member of the Laredo BiblioTech Steering Committee.
3. ~~Actively seek literacy and educational partners to join the initiative and improve the reach, funding, and implementation of the existing sites.~~
4. Exclusively utilize the BiblioTech logo, brand, and approved design and colors as depicted on Exhibit A, as approved in writing by Bexar County, which owns the BiblioTech brand. Without altering the BiblioTech logo, brand, or approved design or colors as depicted on Exhibit A, the Laredo Public Library logo will be used alongside with the BiblioTech logo. The LHA will provide notice to Bexar County of any potential unauthorized uses of the BiblioTech brand elements or logos by other persons or entities to the extent the LHA becomes aware of such potential unauthorized uses.
5. Provide educational programming and that all programs offered by the Bibliotech sites will have a technology component at each site within the first 30 days after the opening of the site to the public.
6. Employ a uniformed Bibliotech staff that is customer-focused and regularly circulates the Bibliotech site.
7. Offer an externally circulated e-reading solution for patrons without technology access to a digital library collection at each site upon the date of opening that site to the public. *tablets, Hotspots
Computers*
8. Display "Founded by Bexar County 2013" on all signage.
9. Make sites available to the general public during regular operating hours.
10. Hold at least six (6) annual Laredo BiblioTech Steering Committee meetings to discuss and review program operations.

11. Contribute additional funding as needed and agreed in order to cover site development and implementation costs for the sites named herein which will be established separately from this Agreement.
12. Pay applicable fees associated with access by Bibliotech sites to the Library's Integrated Library System ("ILS") to the City of Laredo. Initial Term is three (3) years. \$1,600.00 the first year and \$1,600.00 plus a 3.9% increase until Term renewal.
13. Pay for the physical resources to be used by the users of BiblioTech (i.e. computers, iPads, hot spots, etc.) associated with the use of BiblioTech at the sites.
14. Pay internet fees associated with the use of BiblioTech at the sites.
15. Consider future Laredo BiblioTech sites, or projects, as requested by the City or the Library, under this agreement.
16. Exclusively assume all BiblioTech fundraising responsibilities for the sites authorized under this MOU, with LHA's non-profit, the Laredo Housing Facilities Corporation, to serve as the recipient of all proceeds raised for uses in support of its activities, including support of the Casa Verde development.

IV. RESPONSIBILITIES OF THE CITY OF LAREDO FOR THE LAREDO PUBLIC LIBRARY

The City of Laredo for the Laredo Public Library hereby agrees to:

1. Share with the LHA any intellectual and implementation knowledge that is beneficial to the development and services at BiblioTech sites.
2. Designate a City representative to be an active member of the Laredo BiblioTech Steering Committee.
3. When promoting BiblioTech, exclusively utilize the BiblioTech logo, brand, and approved design and colors as depicted on Exhibit A, as approved in writing by Bexar County, which owns the BiblioTech brand. Without altering the BiblioTech logo, brand, or approved design or colors as depicted on Exhibit A, the Laredo Public Library logo may be used alongside with the BiblioTech logo.
4. Provide, at no cost to LHA, access to Library electronic and digital resources and subscriptions (listed on Exhibit B), which are currently in use and in circulation to BiblioTech users with valid Laredo Public Library cards.
5. Provide training of BiblioTech personnel at both the Laredo Public Library and the BiblioTech sites.
6. Provide support needed to access the Library's Integrated Library System ("ILS").
7. Seek LHA approval when planning or forming new Laredo BiblioTech sites, or projects, as part of this agreement.
8. When planning and forming new Laredo BiblioTech sites beyond the two named herein, seek marketing branding approval from Bexar County.
9. Contribute funding to cover e-resource collection development.

Library Software
 - Cataloging
 - Circulation of Materials
 - Patron Inform.
 - Online Public Access Catalog (OPAC)

V. ADDITIONAL TERMS

1. **Use of Intellectual Property.** The Parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other party and without any need to account to the other party. All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent must be obtained from the owner of the property before using it for purposes not covered by the MOU.
2. **Transfer of Funds.** The Parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party other than what is specified in this MOU, and that such obligations shall arise only upon joint execution of a subsequent agreement that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements will be subject to funding being specifically available for the purposes outlined therein.
3. **Dispute Resolution.** The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar days, the Parties agree that the dispute will be negotiated between the Parties through mediation. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement.
4. **Compliance with Laws, Rules, Restrictions, and Regulations.** The Parties to this MOU shall at all times exercise their rights herein in accordance with all applicable City ordinances, statutes, orders, rules, and regulations of the State of Texas and the United States of America.
5. **Hold Harmless.** The LHA agrees to hold harmless the Laredo Public Library and the City of Laredo (including its Council members, officers, employees, agents, consultants, attorneys, successors, and assigns) from and against any and all liabilities, losses, costs (including reasonable attorneys' fees), liens, damages, suits, or claims asserted against or incurred by the LHA for the LHA's breach or negligence in connection with, arising from or due to this MOU and its respective obligations.

Similarly, the Laredo Public Library and the City of Laredo agree to hold harmless the LHA (including its commissioners, officers, employees, agents, consultants, attorneys, successors, and assigns) from and against any and all liabilities, losses, costs (including reasonable attorneys' fees), liens, damages, suits, or claims asserted against or incurred by the Laredo Public Library and the City for the Laredo Public Library and/or the City's breach or negligence in connection with, arising from, or due to this MOU and its respective obligations.
6. **No Consequential Damages.** Neither party shall claim or be awarded any incidental, punitive, or consequential damages due to the default of or breach by the other.

7. **Entire Understanding.** The Parties hereby agree that the Parties have not made any representations, statements, warranties, or agreements to the other with respect to any condition or matters other than as specifically set forth herein. This MOU embodies the entire understanding of the Parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the Parties, relating to the subject matter hereof. This MOU may be amended or modified only by an instrument in writing signed by the Parties hereto.
8. **Notices.** Notices required to be in writing under this MOU shall be personally served or sent by certified mail return receipt requested or delivery by a recognized national overnight courier which record verification of delivery. Any notice given by hand shall be deemed given when delivered and any notice sent by certified mail return receipt requested or delivery shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U.S. mail, postage prepaid, and addressed as follows:

If to the LHA: Mary Gaona, Executive Director
Laredo Housing Authority
2000 San Francisco Ave.
Laredo, Texas 78040

If to the Library: Maria G. Soliz, Director
Laredo Public Libraries
1120 E. Calton Rd.
Laredo, Texas 78041

If to the City: Cindy Collazo,
Deputy City Manager
City of Laredo
1110 Houston St.
Laredo, Texas 78040

Any party may change the address to which notices may be given by giving notice as above provided.

9. Termination.

(a) Subject to subparagraph 9(b) below, either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. The termination of this MOU shall release the Parties (as applicable) from any obligation with respect to any matter occurring after such termination becomes effective.

(b) The Parties agree that this MOU will terminate without further action by the Parties should Bexar County terminate the Bexar County/LHA MOU. The termination of the Bexar County/LHA MOU shall release the parties to the Bexar County/LHA MOU (as applicable) from any obligation with respect to any matter occurring prior to such termination.

The following shall be considered grounds for termination of the Bexar County/LHA MOU by Bexar County:

1. Providing or circulating printed materials as part of the library's collection;
2. Failure to conduct or host educational programming;
3. Failure to circulate electronic devices that support e-reading;
4. Failure to notify County of unauthorized uses of the BiblioTech brand elements or logos by other persons or entities.

Upon written notice from Bexar County to LHA detailing the event(s) triggering termination, LHA shall have sixty (60) days to either (i) correct the circumstances triggering the termination; or (ii) change the name of the digital library and remove any and all references or uses of the BiblioTech brand elements and logos from the physical locations and associated websites.

10. **Attorneys' Fees.** The Parties agree to waive any claims for attorneys' fees should any dispute under this MOU arise.
11. **Choice of Law; Venue.** This MOU shall be governed by the laws of the State of Texas, and venue shall lie in Laredo, Webb County, Texas.
12. **Warranty and Representation.** Each Party represents that each person executing this MOU on behalf of the Party has authority to do so and to bind that Party hereunder. All consents, permissions and approvals related to this MOU, and the obligations hereunder, have been obtained.
13. **Negation of Partnership or Joint Venture.** None of the terms or provisions of this MOU shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint ventures, joint venturers, or members of any joint enterprise.
14. **Singular and Plural.** Whenever required by the context of this MOU, the singular shall

include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.

15. **Severability.** Invalidation of any of the provisions contained in this MOU, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof, or the application thereof, to any other person, and the same shall remain in full force and effect.
16. **Captions and Capitalized Terms.** The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this MOU. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this MOU.
17. **Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
18. **Successors and Assigns.** This MOU shall be binding upon and inure to the benefit of respective Parties and their respective successors and assigns.
19. **Counterparts.** This MOU may be executed in counterparts, each of which shall be considered an original.
20. **Time.** Time is of the essence under this MOU.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first above written.

LAREDO HOUSING AUTHORITY:

By:

Mary Gaona

Mary Gaona

Executive Director for the Laredo Housing Authority

STATE OF TEXAS

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COUNTY OF WEBB

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This instrument was acknowledged before me on March 26, 2018, by Mary Gaona, on behalf of the Laredo Housing Authority.

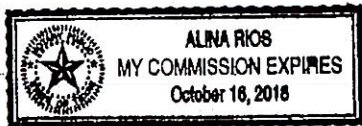
Alina Rios

Notary Public, State of Texas

Alina Rios

Printed Name

Commission Expires: Oct. 16, 2018



CITY OF LAREDO FOR THE
LAREDO PUBLIC LIBRARY:

THE CITY OF LAREDO:

By:

Horacio De Leon, Jr.
City Manager

ATTEST:

Jose A. Valdez, Jr.
City Secretary

STATE OF TEXAS

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COUNTY OF WEBB

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This instrument was acknowledged before me on March 28, 2018, by Horacio A. De Leon, Jr., on behalf of the City of Laredo.

Ruth G. Silva

Notary Public, State of Texas

Ruth G. Silva

Printed Name

Commission Expires: 1/28/2022

