

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Libraries

**AGENDA DATE:** 05/07/24

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Norma Martinez, 915-212-3200

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 4: Enhance El Paso's quality of life through recreational, cultural and educational environments

**SUBGOAL:** 4.2: Create innovative recreational, educational and cultural programs

**SUBJECT:**

**THAT**, the Mayor is hereby authorized to sign the Interlocal Agreement between the City of El Paso (the "City") and the El Paso County (the "County"). The City has initiated an Enhanced Library Card Project and the City and County desire to expand the jurisdiction that has access to an Enhanced Library Card and library services. The Agreement sets out the County pays the enhanced library card fee for those County residents outside the City of El Paso and sharing the cost of one employee that will be hired for the Enhanced Library Card Project. The term of the Agreement is for five years with the ability to be extended for five additional one year term extensions. In addition, the City Manager or designee is authorized to execute any necessary documents to carry out the agreement.

**BACKGROUND / DISCUSSION:**

The City is working with the County of El Paso to provide an Enhanced Library Card for El Paso County residents. The card will include a personal identifier in the form of a photo that may be used as a photo ID where accepted. Four library locations will issue the Enhanced Library Card, as well as a pop-up location that will serve different areas around the City.

**PRIOR COUNCIL ACTION:**

On October 24, 2023, a presentation on the feasibility study for the municipal ID and Enhanced Library Card was presented. Council approved moving forward with the establishment of the Enhanced Library Card in a pilot program at 4 library locations with potential expansion to more locations in the future.

On April 23, 2024, Council was provided a Management Update on the Enhanced Library Card. The associated Ordinance was introduced, as well as the Schedule C amendment resolution.

**AMOUNT AND SOURCE OF FUNDING:**

The Enhanced Library Card will be funded through the Interlocal Agreement with the County. There is \$200,000 allotted for the start of the program.  
453-1000-53025

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Norma B. Martinez*

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT**, the Mayor is hereby authorized to sign the Interlocal Agreement between the City of El Paso (the “City”) and the El Paso County (the “County”). The City has initiated an Enhanced Library Card Project and the City and County desire to expand the jurisdiction that has access to an Enhanced Library Card and library services. The Agreement sets out the County pays the enhanced library card fee for those County residents outside the City of El Paso and sharing the cost of one employee that will be hired for the Enhanced Library Card Project. The term of the Agreement is for five years with the ability to be extended for five additional one year term extensions. In addition, the City Manager or designee is authorized to execute any necessary documents to carry out the agreement.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

Karla Saenz  
Karla A. Saenz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Norma B. Martinez  
Norma Martinez, Director  
Library Services

**STATE OF TEXAS           §  
                                     §       INTERLOCAL AGREEMENT  
COUNTY OF EL PASO   §**

This Interlocal Agreement (hereinafter “Agreement”) is made this 29th day of April, 2024, hereinafter “effective date”) by and between the City of El Paso, a home rule municipal corporation hereinafter “CITY”) and the El Paso County (hereinafter “COUNTY”), a political subdivision of the State of Texas and a Texas Government Entity.

**WHEREAS**, CITY provides literacy advancement, workforce and economic development, computer training, educational programming and other community services to youth and adult citizens of El Paso through its Libraries; and

**WHEREAS**, COUNTY provides educational and literacy advancement services to students and youth within its jurisdiction; and

**WHEREAS**, CITY has initiated an Enhanced Library Card Project and the CITY and COUNTY desire to expand the jurisdiction that has access to the library services.

**WHEREAS** the COUNTY desires to support the Project by agreeing to pay the enhanced library card fee for those COUNTY residents outside the City of El Paso and sharing the cost of one (1) employee that will be hired for the project; and

**WHEREAS**, CITY and COUNTY are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code;

**NOW, THEREFORE, CITY AND COUNTY HEREBY ENTER INTO THIS INTERLOCAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:**

**1.0 CONTRACTURAL RELATIONSHIP**

1.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

1.1-1 An independent contractor, COUNTY understands and agrees that it will be responsible for its respective acts or omissions, and CITY shall in no way be responsible as an employer to COUNTY’s officers, employees, agents or representatives who perform any service in connection with this Agreement.

1.1-2 As an independent contractor, CITY understands and agrees that it will be responsible for its respective acts or omissions, and COUNTY shall in no way be responsible as an employer to CITY’s officers, employees, agents or representatives who perform any service in connection with this Agreement.

1.2 COUNTY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CITY to any obligation other than the obligations set forth in this Agreement. CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind COUNTY to any obligation other than the obligations set forth in this Agreement.

1.3 The parties acknowledge and expressly agree that, in all things relating to this Agreement, CITY and COUNTY are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that CITY and COUNTY enter into this as governmental entities for the purpose of performing a governmental function.

## 2.0 SCOPE AND TERM OF AGREEMENT

2.1 Scope. CITY and COUNTY agree on the basis set out in this Agreement that COUNTY will pay via reimbursement: (1.) The enhanced library card fee, seventy-five dollars (\$75) per County resident, 18 years or older, that is not a resident of the City of El Paso, to access the full services offered by the City Libraries. The enhanced library cards are valid for a period of five years. **Attachment “A”** further describes the programs and services the City Libraries provide. (2.) Share the costs of the one employee that will be hired for the Project (3) The COUNTY will not reimburse or pay for a replacement enhanced library card (**For example:** Resident of El Paso County acquired an enhanced library card on July 1, 2024. Resident loses enhanced library card on July 4, 2024. Resident acquires a replacement (or new duplicative card) on July 10, 2024. The County will only pay, via reimbursement, for the initial card in the amount of seventy-five dollars (\$75) and not for any duplicative card issued.)

### 2.3 Payment.

2.3-1 CITY shall provide COUNTY an invoice that includes the number of County resident’s that have received the Enhanced Library Card every first Monday of the month.

2.3-2 The CITY shall provide a signed certification, from the authorized CITY employee, along with the invoice that certifies that the submitted cards for reimbursement do not include any replacement cards, or new cards issued to a prior recipient of a card, of any kind. **See Attachment “C”**

2.3-3 COUNTY shall pay the enhanced library card fee of seventy-five dollars (\$75) per County resident, for the first card issued, that has received the enhanced library card thirty (30) days after receiving the CITY’s invoice with substantiating documents.

2.3-4 CITY shall provide the COUNTY annually the budget impact of employing the one (1) employee for the project. COUNTY shall pay half of the budget impact for the employee described in **Attachment “B”**, Class Code U6333 GS 055, within thirty (30) days the COUNTY receiving the supporting documentation for payment of salary to that employee for that period requesting reimbursement. Supporting documentation shall include cancelled check and salary check register for that employee. **Attachment “B”** further describes the budget impact for this year 2024. CITY shall submit budget impact for each additional life of contract year.

2.3-5 The COUNTY shall not pay an amount in excess of **\$35,000.00** for this employee.

2.2 Term. This Agreement shall become effective on **May 1, 2024** and shall be for a primary term through **April 30, 2029**. In view of the fact that this initiative and program is new, its feasibility, process, duration, cost, and other aspects will be continuously evaluated. Parties will be able to amend this agreement based on the project’s needs by mutual written agreement. The Agreement may be extended by a written agreement, signed by both parties, for five (5) additional (1) year term extensions under the same terms and conditions.

**3.0 OTHER SERVICES.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**4.0 TERMINATION.** This Agreement may be terminated as provided herein.

4.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

4.2 Termination by Either Party. It is further understood and agreed by the CITY and COUNTY that either party may terminate this Agreement in whole or in part.

4.2-1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party by virtue of any breach of this Agreement.

4.2-2 Either party may terminate this Agreement effective at the end of its fiscal year upon giving thirty (30) days written notice to the other party.

4.3 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

4.3-1 Except as otherwise provided herein, all duties and obligations of CITY and COUNTY shall cease upon termination or expiration of this Agreement.

## **5.0 GENERAL PROVISIONS**

5.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

5.1-1 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of his Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including, mental anguish and emotional distress – as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided in Sections 5.1-2 and 5.2 below. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

5.1-2 Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL**

**EITHER PARTY’S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID OR PAYABLE BY THE ONE PARTY TO THE OTHER UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTION 5.2 BELOW.**

5.1-3 Intentional Risk Allocation. CITY and COUNTY each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

5.1-4 Sovereign Immunity. CITY and COUNTY reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of his Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

5.1-5 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.2 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of CITY (by authority of City Council) and COUNTY. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The CITY’s City Manager is authorized to enter into amendments to this Agreement that do not affect the annual budget of CITY. The COUNTY is authorized to enter into amendments to this Agreement that do not affect the annual budget of COUNTY.

5.3 Complete Agreement. This Agreement, together with the Attachment attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. This Agreement supersedes all prior agreements, whether written or oral, regarding the payment of the fee for the enhanced library card. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to the payment of the fee for the enhanced library cards except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party’s involvement in the preparation or drafting of this Agreement.

5.4 Governing Law. This shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of CITY, and COUNTY.

5.5 Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso, County, Texas.

5.6 Successors and Assigns. This Agreement shall bind and insure to the benefit of the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.

5.7 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

5.8 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY:	City of El Paso Attention: City Manager 300 N. Campbell St. El Paso, Texas 79901-1196
COPY TO:	Libraries Attention: Director 501 N. Oregon St. El Paso, Texas, 79901
COUNTY:	El Paso County Administration Attention: Betsy C. Keller, County Chief Administrator 500 E. San Antonio, Room 302 El Paso, Texas 79901
COPY TO:	El Paso County Community Services Department Attention: Irene Gutierrez, Executive Director 6314 Delta El Paso, Texas 79905

5.9 Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of the parties warrant that he/she has the authority to do so and to bind the parties to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

*(Signatures to follow)*

Executed this 29th day of April 2024.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Lesser, Mayor

**ATTESTED:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**EL PASO COUNTY**

By: Ricardo A. Samaniego  
Printed Name: Ricardo Samaniego  
Title: County Judge

**ATTESTED:**

Delia Briones  
Name: Delia Briones  
Title: County Clerk



**APPROVED AS TO FORM:**

Karla Saenz  
Karla A. Saenz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

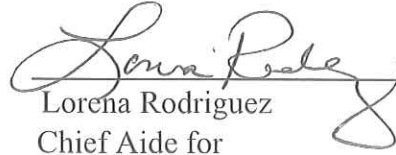
Norma B. Martinez  
Norma Martinez, Director  
Library Services

APPROVED AS TO FORM:



Jose Salayandia, Assistant County Attorney  
for El Paso County

APPROVED AS TO  
CONTENT:



Lorena Rodriguez  
Chief Aide for  
El Paso County Administration



# El Paso Public Library

## Programs and Services



### Lending Services

Your Library Card can be used to borrow materials from our collection of over 1,000,000 books, magazines, newspapers, music CDs, DVDs, movies and more in digital and hardcopy formats

### Events & Programs

EPPL hosts thousands of special events and programs every year serving all citizens from newborns to adults. These programs include concerts, movies, lectures, book-signings, writing workshops, story-times, personal development classes, teen hangouts, chess, STEAM, LEGOs and more.



(915) 212-READ

### Classes and Continuing Education

EPPL offers free specialized training that includes classes in English as a Second Language (ESL), Citizenship, Basic to Advanced Computing, an Online High School course for adults and other resources that patrons can check out for home study.

### WorkPLACE

EPPL WorkPLACE (Public Literacy Access for Careers and Entrepreneurship) helps small businesses and entrepreneurs with business plans, marketing ideas, resource wayfinding, training and more. They also help job seekers obtain better skills for a higher potential career path.

### Research Activities

The library's Border Heritage Center has historical documents dating back hundreds of years and newspaper articles in microfilm dating back to the 1800s.

### Additional Services

- Passports
- Free WiFi
- Computer Use
- Meeting Rooms
- Printing and copying
- Online Databases

El Paso, TX

[www.elpasolibrary.org](http://www.elpasolibrary.org)



CITY OF EL PASO  
Established Date: Jan 29, 2024  
Revision Date: Jan 29, 2024

## Library Outreach & Engagement Services Supervisor

Class Code:  
U6333 GS 055

### SALARY RANGE

\$20.18 - \$33.86 Hourly  
\$1,614.62 - \$2,708.85 Biweekly  
\$3,498.33 - \$5,869.17 Monthly  
\$41,980.00 - \$70,430.00 Annually  
Budget Impact with Benefits  
\$46,886.84

### FLSA:

Non- Exempt

### MINIMUM QUALIFICATIONS:

Education and Experience: High School Diploma or GED and six (6) years of paraprofessional library experience.

Licenses and Certificates: Valid Texas Class "C" Driver's License or equivalent from another state by time of appointment

### GENERAL PURPOSE:

Under general supervision perform responsible and complex para-professional library duties, and coordinate the Enhanced-ID Card services program or others assigned specialty service programs.

### TYPICAL DUTIES:

Coordinate and direct specialize programs. Involves: Network with library branch managers, businesses, and community partners to schedule pop-up events with the mobile processing station for Enhanced Library Card registration. Draft text and work with graphic artists on brochures, flyers, PowerPoint presentations, and other audiovisual aids to market the Enhanced Library Card initiative. Assist with arrangements and administrative details for special projects, as assigned. Develop and implement programs in specialty areas such as: literacy, citizenship, educational and informational programs and classes, children's storytelling, summer reading programs, films and other events. Coordinate and oversee daily activities in assigned specialty area including

library vehicles, facilities and technical or computer systems. Make decisions on matters requiring interpretation of policies and procedures.

Provide highly complex technical or patron assistance not requiring professional librarian assistance. Involves: Research and answer routine, complex reference inquiries. Interview patrons to determine their needs and applying knowledge of library collection to select and locate materials. Assist in development and revision of procedures to enhance systems. Perform operational and inquiry tests for data base accuracy and resolution of detected errors. Assist in preparation of budget data and statistics used to prepare reports.

Supervise assigned staff. Involves: Train and develop assigned personnel in area of assignment. Confer with supervisor to establish goals and priorities. Plan, assign, schedule, and review work. Assist in evaluation of staff by furnishing information used to make promotional, disciplinary or other personnel decisions. Enforce personnel rules and regulations, standards of conduct, work attendance and safe work practices.

## **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Application of considerable knowledge of library operations, practices and procedures.
- Application of considerable knowledge of library classification systems
- Application of considerable knowledge of library automated computer systems, common data base management, spreadsheet and word processing software.
- Application of good knowledge of the development, preparation and implementation of community outreach programs and services.
- Application of good knowledge of supervisory practices and procedures.
- Application of some knowledge of a library's role in the community.
- Application of some knowledge of marketing and promotional practices.
- Ability to establish and maintain effective working relationships with coworkers, officials, vendors, volunteers, community organizations and the general public.
- Ability to communicate clearly and concisely both orally and in writing to prepare and present basic reports, classes, programs and public presentations.
- Ability to work under pressure and meet deadlines.

## **OTHER JOB CHARACTERISTICS:**

- Frequent and prolonged periods of standing and/or sitting.
- Frequent bending, stooping, reaching, stepping on step stools/ladders.
- Frequent public presentations and table/booth presentation set up.
- Work evenings, weekends and extended hours.
- Frequent driving through city traffic.

## **CLASSIFICATION STATUS:**

(HR 01/29/24).

