

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

**DEPARTMENT:** Libraries

**AGENDA DATE:** July 6, 2022

**PUBLIC HEARING DATE:**

**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 authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Independent School District (EPISD) to provide access to the City's OverDrive Digital Resource Collection through EPISD's single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City's Public Library digital collection and helps children gain greater access to reading materials.

**BACKGROUND / DISCUSSION:**

Public Library Connect extends the City's Public Library digital collection to K-12 students in the El Paso Independent School District and provides more reading choices. Students will be able to connect to Overdrive with their student ID and access titles that are filtered for maturity level.

**PRIOR COUNCIL ACTION:**

Yes

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**

*Norma P. 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 authorized to sign an Interlocal Agreement by and between the City of El Paso (“City”) and the El Paso Independent School District (EPISD) to provide access to the City’s OverDrive Digital Resource Collection through EPISD’s single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City’s Public Library digital collection and helps children gain greater access to reading materials.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Danielle Escontrias*  
\_\_\_\_\_  
Danielle Escontrias  
Assistant City Attorney

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**El Paso Independent School District**  
**And**  
**City of El Paso**  
**“OverDrive for Libraries”**

This **Interlocal Cooperation Agreement** (“Agreement”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between the Parties pursuant to authority granted in compliance with Chapter 791, Texas Government Code.

**I. THE PARTIES:**

The Parties are El Paso Independent School District (“EPISD”) and City of El Paso (“City”). Both Parties are governmental entities, as defined under Texas Government Code, Chapter 791, with authority to enter into this Agreement and do so by action of their respective governing body.

**II. PURPOSE:**

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the State [or institutions of higher education] to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested.

The City’s public library system utilizes OverDrive and desires EPISD to use OverDrive for all its students.

OverDrive is the leading digital reading platform for libraries and schools worldwide. Using OverDrive expands a library's reach and engagement by extending beyond the library's physical walls and offering anytime, anywhere access to eBooks, audiobooks, magazines, and streaming video.

For good and valuable consideration, the Parties enter into this Agreement to give EPISD students’ access to City’s El Paso Public Library’s OverDrive Digital Library Collection through EPISD’s single sign-on platform, as shown on Exhibit “A” and Exhibit “B”, and to allow EPISD to share data pursuant to Exhibit “C” attached and fully incorporated by this reference.

**III. CONSIDERATION:**

Consideration exchanged between the Parties are the services provided and resources shared as described below, providing access to online library resources to the Parties and their community. No financial exchanges will occur as part of this Agreement.

**IV. STATEMENT OF SERVICES:**

- 1. EPISD** shall be responsible for and have benefit of the following:

- a. Completing and abiding by all forms required by OverDrive and City.
- b. Completing technical setup and maintenance as required by OverDrive for authentication to City's Digital Library Collection.
- c. Authenticating EPISD credentials to allow access to the City's Digital Library Collection.

**2. City shall be responsible for and have benefit of the following:**

- a. Completing and abiding by all forms required by OverDrive and EPISD.
- b. Allowing EPISD to utilize the City's Digital Library Collection for users with authenticated EPISD credentials.
- c. Maintaining its own Collection Development & Review Policy.
- d. Abide by the terms of Exhibit C.

**V. TERM AND TERMINATION**

1. This Agreement will be valid for one year, subject to any limitations set forth herein, unless terminated in accordance with this section. This Agreement may be extended beyond the original term by mutual written agreement signed by Parties. The Board of Trustees of EPISD authorizes its Superintendent to sign any such extension that does not affect the approved budget.
2. Termination:
  - a. Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
  - b. This Agreement may be terminated for convenience with 30 day prior written notice or by mutual written agreement of the Parties upon such terms as agreed. The Board of Trustees of EPISD authorizes its Superintendent to agree to any such termination that does not affect the approved budget.

**VI. CONTRACTUAL RELATIONSHIP**

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the parties hereto. Each party retains the right to conduct its business as it sees fit. City shall, at all times, be deemed an independent contractor.

**VII. RESERVATION OF RIGHTS, IMMUNITY AND GOVERNMENTAL FUNCTION**

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of

sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on EPISD or City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. City agrees that if it receives information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). City further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, “Criminal History Record Information Review of Certain Contract Employees,” any applicable rule(s) adopted by the Texas Commissioner of Education, EPISD Board Policies, and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

## **VIII. INTERLOCAL COOPERATION AGREEMENT**

This Agreement constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this Agreement is to provide “governmental functions or services,” as therein defined. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

## **IX. GENERAL PROVISIONS**

1. Disputes: If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.
2. Amendment and Assignment: Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement. The Board of Trustees of EPISD authorizes its Superintendent to sign any amendment that does not affect the approved budget.
3. Entire Agreement: This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

4. Notice to Parties: Any notice required by this Agreement shall be given by prepaid first class certified mail, return receipt requested to:

**EPISD at:**

Superintendent  
El Paso Independent School District  
1014 N. Stanton Street  
El Paso, Texas 79902

With a copy to:

General Counsel  
El Paso Independent School District  
1014 N. Stanton Street  
El Paso, Texas 79902

**City of El Paso at:**

Tomás González  
City of El Paso  
300 N. Campbell  
El Paso, Texas 79901

or such other address as later provided by a party through written notice to the other party.

5. Applicable Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as well as any applicable federal law and policy of EPISD. If any legal action or dispute resolution is necessary to enforce the terms of this Agreement, exclusive venue shall lie in El Paso County, Texas. Further, and for any project that is in whole or in part funded through the Federal government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget shall apply.
6. No Indemnification: The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
7. Binding Effect: This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
8. No Waiver: The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the

- right of such party to require performance of that provision or any other provision of this Agreement.
9. Mutual Negotiation: This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.
  10. Contract Language: Wherever the context shall require, the singular shall include the plural, and the female gender shall include the male, the neuter, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
  11. Severability: All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.
  12. Warranty of Capacity to Execute Agreement: The person signing this Agreement on behalf of each party warrants they have the authority to do so and to bind their party to this Agreement.
  13. Survival: A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

*Signatures on the following page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

**EL PASO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Diana Sayavedra, Superintendent

\_\_\_\_\_  
Date

**Approved to Form:**

\_\_\_\_\_  
Jeanne C. Collins, General Counsel

\_\_\_\_\_  
Date

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Danielle Escontrias*  
Danielle Escontrias  
Assistant City Attorney



## **Exhibit “A”**

### **Public Library CONNECT School Terms and Conditions**

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, software applications, technology services and hosted websites for third parties, including schools and institutions that subscribe to OverDrive’s Sora service (“School Account”).

1. OverDrive provides School Account services for access to digital content, OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as “Sora Service”).
2. School Account consents to allowing its End Users to be connected to digital content through its Sora Service, from the participating public library’s OverDrive Digital Collection by utilizing student IDs or school/district sign on credential through OverDrive’s service Public Library CONNECT (“PLC”).
3. School Account shall cooperate with OverDrive to complete any forms and technical setup required for authentication of its students.
4. End User access via PLC to their public library’s digital collection is provided to Participating School at no cost.
5. Public library titles checked out by End Users using PLC are included in the public library’s Marketplace Checkout report.
6. School Account using PLC shall be limited to connecting to public libraries whose service area includes the location of the school and are subject to OverDrive approval.
7. The term of School Account’s access to PLC shall run concurrent with the public library’s OverDrive agreement. In the event of termination or expiration of the public library’s OverDrive agreement, Participating Schools will no longer have access to the materials shared via PLC.

# Exhibit "B"



## Participating School Consent Form



### School Information

Name of School:	
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### Primary Contact

Name:	
Title:	
Telephone:	
Work Email:	
<i>Which public library(ies) serves the students in your district?</i>	

#### School + Library = More Readers

With the Sora student reading app's Public Library CONNECT feature, kids can access age-appropriate ebooks and audiobooks from the local public library in addition to their school's digital collection. The result of this game-changing integration? **Students read more.**

#### Benefits for Schools:

- Seamless access to a wealth of ebooks & audiobooks
- Foster a lifelong love of reading
- Student-focused tools and educator-focused insights
- Age-appropriate view of the public library digital collection

#### Acknowledgement and Acceptance:

My signature below confirms acceptance of the Public Library Connect School Terms and Conditions available at (<https://company.overdrive.com/school-plctc.pdf>) and confirms my authority for my Participating School to enter into this agreement.

**Please complete this consent form and email to [connect@overdrive.com](mailto:connect@overdrive.com) or return by fax to +1 216-573-6889.**

By: (Signature)	/Your Signature/	Title:	
Name: (Print)		Date:	



One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

PLC Partner School Consent Form 07122021v6 ©2021 OverDrive, Inc.

## Exhibit “C”

### DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is made between City of El Paso (“City”) and El Paso Independent School District (“EPISD”). The EPISD and City are collectively referred to as the “Parties.”

#### 1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall mean all student data, metadata, user content, course content, materials, and any and all data and information relating to the EPISD, its business and educational practices, its intellectual property, or data relating to any of its employees, directly or indirectly provided by the EPISD, or any end user(s) or contractor thereof, to or collected by City. “Data” specifically includes all personally identifiable information in education records, directory data, and other non-public information. The EPISD shall not be obligated to provide any Data except as expressly stated on Exhibit “C-1”, attached hereto and incorporated. “Services” shall mean the services City will provide to or for the benefit of the EPISD as described in the Agreement
- B. The EPISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. City makes no claim of license, title, or ownership to or in the Data.
- C. All Data shall at all times be treated as confidential by City and shall not be copied, mined, stored, or used by City for any purpose not related to providing the Services to or for the EPISD. The Data shall not be disclosed by City to any third party except as provided by law and with the express, specific prior written consent of the EPISD. As outlined in more detail below, City acknowledges that personally identifiable information is protected against disclosure by applicable Federal and state statutes and regulations, and Provider agrees to comply with said statutes and regulations.
- D. The Data is being provided and/or collected on an AS IS basis and the EPISD does not make and City does not rely upon, any express or implied representation, warranty or guarantee as to the accuracy or completeness thereof.**

#### 2. PURPOSE, SCOPE, AND DURATION.

- A. For City to provide the Services to the EPISD it may become necessary for the EPISD to share certain Data related to the EPISD’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the EPISD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally

identifiable information in education records. The Parties agree the Data is being provided to and/or collected as part of the Services performed by City on behalf of the EPISD, and City agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. City is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because City: (1) provides a service or function for which the EPISD would otherwise use employees; (2) is under the direct control of the EPISD with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- C. The Parties further acknowledge that City is subject to Texas Education Code, Section 44.034; and may be subject to Subchapter D to Chapter 32 of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the Data.
  - D. The Parties expect and anticipate that City may receive personally identifiable information in education records from the EPISD only as an incident of the Services. City shall be permitted to use any such personally identifiable information in education records as a function of performing the Services. City represents it shall not use or further disclose any personally identifiable information in education records other than as a function of performing the Services.
  - E. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that City provides the Services.
  - F. At the conclusion of this Agreement and if and when the Data is no longer needed or to be retained regarding the Services, City agrees, at its expense, to promptly destroy or transfer to the EPISD all Data that City may have in its possession. City will confirm in writing to the EPISD when such action has been completed.
  - G. City shall comply with all applicable laws in performance of the Services and in collection, use, maintenance, disclosure, or other handling of the Data, all consistent with the Contract, and shall impose by contract the requirements described in this Agreement to all contractors (if authorized) used by City for performance of Services.
3. DATA COLLECTION. City will only collect Data necessary to perform the Services.
4. DATA USE. City will use and retain Data only for the purpose of fulfilling the Services.

5. **MARKETING AND ADVERTISING PROHIBITED.** City shall not use any Data to advertise or market to students, their parents, EPISD employees or officials, or others.
  
6. **SECURITY CONTROLS.** City shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use. City shall store the Data in accordance with applicable laws and industry best practices.
  
7. **NOTIFICATION OF DATA BREACH.**
  - A. When City becomes aware of a disclosure or security breach concerning any Data, City shall immediately notify the EPISD and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
  
  - B. The Parties agree any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the EPISD's discretion, result in the EPISD immediately terminating this Agreement.

## Exhibit C-1

Student IDs

Full Name

Grade

School

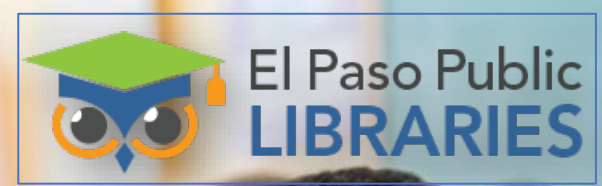
Teacher (Responsible Party)



# Interlocal Agreement

Provide students with greater access to library resources

***Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments***



# Library Standard Programs

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- Family Story Time - Tuesdays @ 4:30 PM
- Conversational English - Tuesdays @ 5:30 PM
- Pre-School Story Time - Wednesdays @ 10 AM
- Citizenship Classes - Wednesdays @ 5:30 PM
- Teen Hangout - Thursdays @ 4:30 PM
- Computer Classes - Days and Times Vary
- LEGO Building Time – Fridays @ 4 PM
- Family Story Time – Saturdays @ 10 AM





# Library Successes

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- Hours restored to pre-pandemic levels
- \$2.1 Million Federal Grant to Provide Internet Services to vulnerable communities
- Secured 200 free laptop computers for the public
- Graduated 101st adult high school student from Career Online High School
- Armijo Branch to open in July making it the 12th of 14 branches to reopen



## Securing Partnerships That Support Educational Achievement

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- The Great Khalid Foundation
  - Everyoneon.org
  - Ysleta Independent School District
  - Region 19
  - El Paso Community College
  - Friends of the Libraries
- 



# Supporting Scholastic and Professional Achievement

Access to Free WiFi

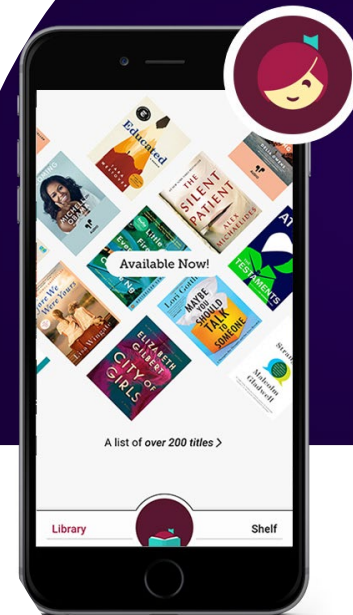
Classes and Workshops

Access to Mobile Hotspots

Virtual Library Cards

# Interlocal Agreement

To provide easier access to the Library's online digital collection to students of the El Paso Independent School System.



Read on Libby.  
The one-tap reading app  
from our library.

# Same as Agreement Already in Place at YISD



## ATTRACT NEW USERS AND BOOST CIRCULATION

Public Library CONNECT extends your library's digital collection to the K-12 students in your community and helps them **read more**.

- Students install the free Sora reading app
- Kids connect to your library with their student ID. Titles are filtered for maturity level.
- Free for libraries. No integrations required.

Public Library CONNECT is for every school in your service area.

- **Attract new users and boost circulation** of juvenile and young adult content
- **Engage the next generation** of public library users
- Remove barriers and **serve students where they are**

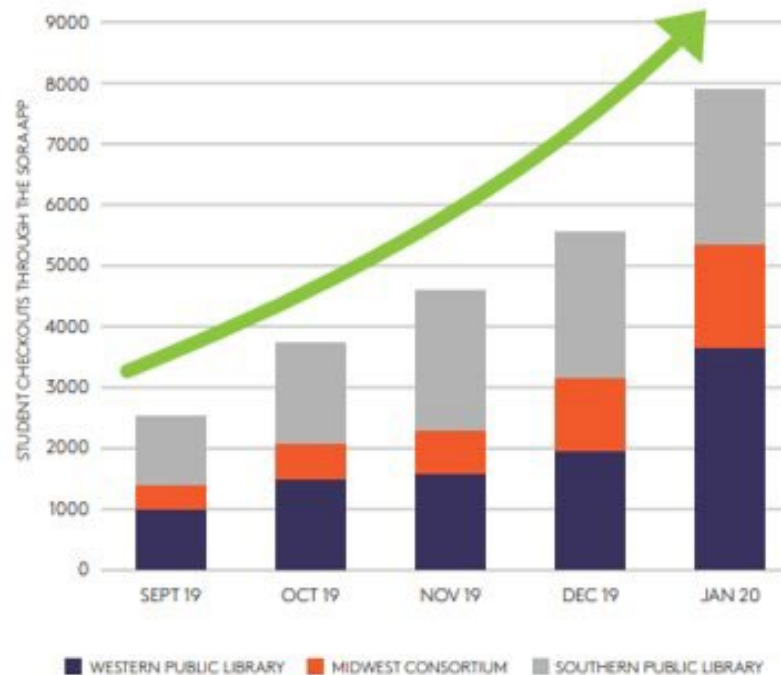


# Sora

The student reading app  
that links to your library

## PUBLIC LIBRARY CIRCULATION IN THE CLASSROOM

*A recent sample of three libraries*



## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

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# QUESTIONS:

