

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



DEPARTMENT: Library

AGENDA DATE: 6/24/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Norma Martinez

PHONE NUMBER: 915-212-3200

2nd CONTACT PERSON NAME: Pablo Caballero

PHONE NUMBER: 915-212-0092

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 City Manager, or designee, be authorized to sign License and Use Agreement for the City of El Paso Library and Parks and Recreation Department, and Workforce Solutions Borderplex (WSB), to formalize a longstanding programmatic partnership to allow for instruction and workforce development of public at Library and Park sites for five years. Partner will pay \$10,000 annually for City to use for programmatic expenses including but not limited to paid internships and trainings.

BACKGROUND / DISCUSSION:

This will formalize a longstanding programmatic partnership to allow for instruction and workforce development of public at Library and Park sites.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

In 2018 Council approved an MOU between the City of El Paso and Workforce Solutions Borderplex to lease space at the Main Library to provide instruction and workforce development.

AMOUNT AND SOURCE OF FUNDING:

WSB will pay \$10,000 annually for City to use for programmatic expenses including but not limited to paid internships and trainings.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Norma P. Martinez

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

RESOLUTION

WHEREAS, WSB is a regional government entity and non-profit organization established to act as an arm of the State of Texas to carry out the governmental functions of workforce development; and

WHEREAS, the Library and Parks and Recreation Department (“**Departments**”) offer a wide range of programs, youth outreach, and educational and career development services to the community including resume and job interview assistance services; and

WHEREAS, the parties wish to enter into this Agreement to provide a license to WSB for the use of the Main Branch Library and the Chamizal Community Center space to provide workforce training programs. The license is subject to the provisions noted within the Agreement, that can be revoked at will and use of space is at the sole discretion of City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign License and Use Agreement for the City of El Paso Library and Parks and Recreation Department, and Workforce Solutions Borderplex (WSB), to formalize a longstanding programmatic partnership to allow for instruction and workforce development of public at Library and Park sites for five years. Partner will pay \$10,000 annually for City to use for programmatic expenses including but not limited to paid internships and trainings.


ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO:

ATTEST:

Laura D. Prine
City Clerk


APPROVED AS TO FORM:



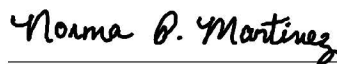
Jesus A. Quintanilla
Assistant City Attorney

Renard U. Johnson
Mayor

APPROVED AS TO CONTENT:



Pablo Caballero, Director
Parks and Recreation Department



Norma Martinez, Director
El Paso Public Libraries

License and Use Agreement

This License and Use Agreement (“**Agreement**”) is between the City of El Paso (“**City**”), through the City of El Paso Public Library and Parks and Recreation Department, and Workforce Solutions Borderplex (“**WSB**”).

WHEREAS, WSB is a regional government entity and non-profit organization established to act as an arm of the State of Texas to carry out the governmental functions of workforce development; and

WHEREAS, WSB’s functions include overseeing integrated workforce training, education, job search assistance, job placement, basic skills enhancement, and related services and programs for the area; and

WHEREAS, the Library and Parks and Recreation Department (“**Departments**”) offer a wide range of programs, youth outreach, and educational and career development services to the community including resume and job interview assistance services; and

WHEREAS, the parties wish to enter into this Agreement to provide a license to WSB for the use of the Main Branch Library and the Chamizal Community Center space to provide workforce training programs. The license is subject to the provisions noted herein, that can be revoked at will and use of space is at the sole discretion of City.

Now Therefore, the parties agree as follows.

1. **Premises and License.** Provided that WSB complies with the use provisions in Section 4 below, the City grants WSB a non-exclusive license to use the “**Premises**” [as designated by the City at any time, or from time to time, in its sole discretion, which are designated as follows as of the Effective Date of this Agreement]:

The portion of the room known as the Literacy Center located inside the Main Library at 501 North Oregon St., El Paso, TX 79901. WSB can utilize space at Department Director’s discretion.

The Chamizal Community Center at 2119 Cypress Avenue, El Paso, Texas, 79905. WSB can utilize space at Department Director’s discretion.

Additional spaces or sites with Library and Parks system can be utilized at discretion of the respective department directors for programmatic, vocational, or youth outreach.

City maintains absolute control over the premises. Use of space depends on the City’s sole discretion.

2. **Permitted Uses.** Licensee’s use of the Premises shall be limited to those set out herein:

- a. Serve the general public requesting assistance with job searching, job matching, online skills, training, and testing and other employment services.
- b. Provide the general public with access to local and regional job openings, computer assistance in registering in WSB job search databases, resume writing, and other basic technology services.
- c. Conduct pre-scheduled job readiness workshops and courses on-site in the computer lab during regular Library hours.
- d. Refer the general public to comprehensive employment and skills training programs available at WSB full-service centers, including job readiness workshops
- e. All permitted uses shall remain free of charge to the public.

3. **WSB's Obligations.** WSB agrees to the following:

- a. WSB will obey all laws relating to WSB's use of the Premises and any common areas in the main Library building.
- b. WSB will provide a digital sign indicating the presence of staff, availability hours, and description of services provided by WSB. Sign must be clear the City is not the one providing services. WSB will obtain the approval of the design of the sign from the Directors of the Departments (the "**Directors**") prior to installation.
- c. WSB will maintain the Premises in a good and clean condition.
- d. WSB will follow and implement use of Departments rules within the Premises at all times. WSB will not allow any employee, agent, licensee, or invitee to use the Premises in conflict with the use of Departments rules.
- e. WSB shall take all necessary actions to make certain that no damage or deterioration of the Premises shall occur as a result of WSB's usage thereof.
- f. WSB will pay the costs of repairing any damage to the Premises caused by WSB or WSB employees, agents, contractors, officers, invitees, or licensees. WSB will pay all costs under this provision within 30 calendar days of receiving an invoice from the City.
- g. The City will maintain absolute control over the premises. WSB will not lock, nor install any locking devices on, the door allowing entrance to the Premises.
- h. WSB will not use the Premises for any purpose other than the permitted uses described in this Agreement above.

- i. WSB will not create any nuisances nor interfere with any operations of the Departments.
 - j. WSB will not create or allow any waste on the Premises.
- 4. **Consideration.** In consideration for this license, Licensee shall pay to Licensor of ten-thousand dollars (\$10,000) on a yearly basis. The City plans to use these funds for programmatic expenses.
- 5. **No Improvements:** WSB shall make no improvements, alterations, modifications, or affix any trade fixtures to the Premises. WSB shall not place, nor allow to be placed, any obstructions, temporary or permanent, on or about the Premises, which interfere with the rights of access or other operations of the City, the public, or the other users of the Premises, without the written approval of the City.
- 6. **Insurance.**
 - a. Insurance must cover the entire Main Library and the entire Chamizal Community Center.
 - b. WSB will obtain Commercial General Liability Insurance in a written occurrence form including coverage at a minimum for (1) premises/operations liability, (2) broad-form property damage, and (3) personal/advertising injury. The minimum amounts of liability must be \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence.
 - c. WSB shall also obtain Workers' Compensation in accordance with statutory requirements.
 - d. WSB will name the City and the City's officials, employees, agents, and contractors as additional insured.
 - e. All insurance policies under this Agreement must provide that the insurance cannot be canceled or the amount of coverage changed without 30 calendar day notice to the City, or without 10 calendar day prior written notice as to non-payment of insurance policy premiums.
 - f. All insurance policies must provide a waiver of subrogation in favor of the City.
- 7. **Indemnification.** WSB SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF, RELATING TO, OR ATTRIBUTED DIRECTLY OR

INDIRECTLY TO THE ACTS OR OMISSIONS OF WSB OR WSB'S INVITEES, LICENSEES, AGENTS, CONTRACTORS, EMPLOYEES, OR OFFICERS "INCLUDING CITY NEGLIGENCE LIKE BELOW."

8. **Release.** WSB agrees that neither the City nor the El Paso Departments are responsible for any loss or damage to WSB's property while such property is located on the Premises and/or the Departments regardless of whether such property is used by the City, the City's employees, officers, or agents. To the extent allowed by law, WSB releases the City, the City's officers, agents, and employees from any and all claims of property damage, personal injury, and/or death that **is caused by the negligence of the City, or the City's officers, agents, or employees during WSB's use of the Premises and/or Departments.**
9. **Compliance with Laws.** Licensee agrees to:
- Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352), which prohibits discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.
 - Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities, public and private, that receive federal financial assistance.
 - Comply with the requirements of the Americans with Disabilities Act of 1990, PL 101-336, 101 Congress, 2nd Session, 104 Stat. 317 (July 26, 1990).
 - Comply with the requirements of the Texas Revised Civil Statute 44196b-4, Sections 5.03-5.04, which outlines the workplace and confidentiality guidelines regarding AIDS and HIV.
10. **Nonassignable.** This license is personal to the Licensee. It is not assignable, and any attempt to assign this license will terminate the license.
11. **Terminable at Will.** This agreement is terminable by either party at will by the giving of actual notice to the other party. Otherwise, the agreement will terminate at the expiration of five (5) years from the Effective Date.
12. **Notices.** All notices under this Agreement are deemed to be received as of the postmark date on the notice. The parties will send all notifications under this Agreement via postmarked certified mail at the following addresses:

CITY: City of El Paso Public Library
Attn: Norma Martinez, Director
501 N. Oregon St.
El Paso, TX. 79901

City of El Paso Parks and Recreation
Attn: Pablo Caballero, Director

801 Texas Ave. 2nd Floor
El Paso, Texas, 79901

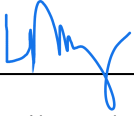
COPY TO: City of El Paso
Attn: Dionne Mack, City Manager
P. O. Box 1890
El Paso, TX. 79901-1890

WSB: Leila Melendez
Chief Operating Officer
300 E. Main St., Suite 800
El Paso, TX 79901
E-mail: leila.melendez@borderplexjobs.com

13. **Governing Law and Venue.** This Agreement is governed by Texas law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.
14. **No Joint Enterprise.** This Agreement does not create any joint enterprise, partnership, or agency between the parties. There is no relationship between the parties aside from this license.
15. **No Personal Liability.** This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City. Sole remedy of Licensee is to terminate license.
16. **Governmental Function.** The parties expressly agree that, in all thing relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act.
17. **No Waiver.** Continued acceptance by City of use of occupancy and use of Licensee in the Property hereunder after default by Licensee shall not be deemed a waiver by City of the right to end the License Agreement at will, and a waiver of such default shall not be construed as a waiver of any subsequent default.
18. **Effective Date.** The Effective Date of this agreement is the date the last party signs this Agreement (“Effective Date”).
19. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this license.

(Signatures on Following Page)

LICENSEE:
WORKFORCE SOLUTIONS BORDERPLEX



Leila Melendez

Chief Operating Officer

Date Signed: 05/27/2025

LICENSOR:
CITY OF EL PASO

Dionne Mack

City Manager

Date Signed: _____


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

Norma P. Martinez

Norma Martinez, Director
El Paso Public Libraries



Pablo Caballero, Director
Parks and Recreation

APPROVED AS TO FORM:

Jesus A. Quintanilla

Jesus A. Quintanilla
Assistant City Attorney



CITY OF EL PASO

El Paso Public Library

Workforce Solutions Borderplex Partnership Resolution

Norma Martinez, Director

License and Use Agreement Operations at City Facilities

The City of El Paso and the Workforce Solutions Borderplex (WSB) wish to enter into an Agreement to provide a license to WSB for the use of office space within the **Main Branch Library** and the **Chamizal Community Center** space to provide workforce training programs.

- Support of Small Businesses
- Support for Military & Veterans
- Parental & Childcare Support
- Training and Job Solutions for Jobseekers

License and Use Agreement

The City will maintain control of the spaces

- The WSB will follow and implement respective City rules within these venues
- The WSB will not use the venues for any purpose other than those described in the agreement and will not interfere with City programs and services
- In consideration for this license, Licensee shall pay to Licensor ten thousand dollars (\$10,000) on a yearly basis
- The City plans to use these funds for programmatic expenses

Location Use Agreement

Main Library

Full-time Child Care & Employment Specialist

Basement 1 - Rm. 309 Literacy Center

501 N. Oregon

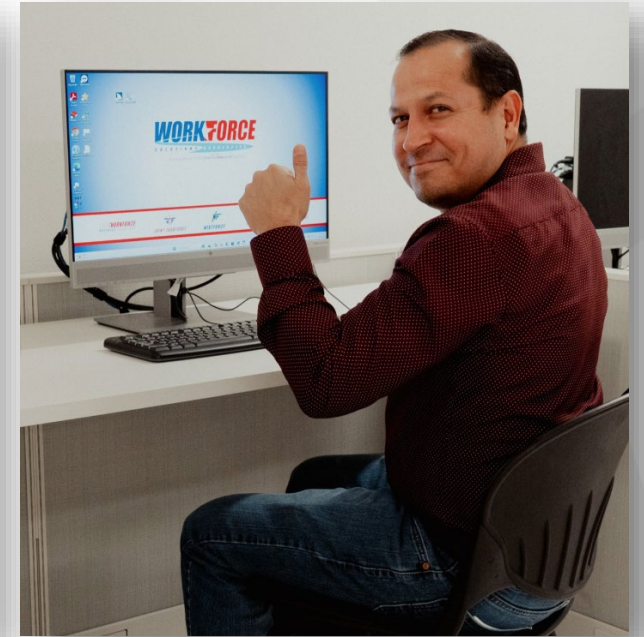
El Paso, TX 79901

915-887-2600

Hours

Monday - Friday

8:00 am - 5:00 pm



Photos Courtesy of WSB

Location Use Agreement

Chamizal Community Center

WSB Employment Services

NEW Location

2119 Cypress Blvd.

Days & Hours TBD



Item Resolution

That the City Manager, or designee, be authorized to sign a License and Use Agreement for the City of El Paso Library and Parks and Recreation Department, and Workforce Solutions Borderplex (WSB), to formalize a longstanding programmatic partnership to allow for instruction and workforce development of public at Library and Park sites for five years. Partner will pay \$10,000 annually for City to use for programmatic expenses including but not limited to paid internships and trainings.

Questions and Comments

www.elpasolibrary.org

(915) 212-READ

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MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople