

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

**DEPARTMENT: LIBRARY**

**AGENDA DATE: DECEMBER 11, 2012 Consent Agenda**

**CONTACT PERSON NAME AND PHONE NUMBER: DIONNE MACK 543-5412**

**DISTRICT(S) AFFECTED: 1**

**SUBJECT:**

APPROVE a Resolution that the City Manager be authorized to sign the First Amendment to the Interlocal Agreement that was entered into on February 25, 2003 between the City of El Paso, and the El Paso Community College (EPCC) to continue the jointly supported and managed library facility at the Northwest Campus of EPCC to serve the families and students of Northwest El Paso updating the services, and that the City Manager be authorized to sign future amendments that do not affect the approved budget of the City of El Paso.

**BACKGROUND / DISCUSSION:**

This is the first amendment to a 2003 inter-governmental agreement between the City of El Paso and the El Paso Community College. Jenna Welch & Laura Bush Northwest Community Library is a combination academic/public library located on the campus of El Paso Community College's Northwest Campus. Over the last nine years the needs of the Jenna Welch & Laura Bush Northwest Community Library has evolved as the campus and surrounding community have expanded. The proposed amendment will result in greater staffing flexibility, and increased direct programming support while saving the City of El Paso \$31,000 (or 60% of total cost) annually.

**PRIOR COUNCIL ACTION:**

On February 25, 2003 Council approved a resolution authorizing the Mayor to sign the original Interlocal Agreement between the City of El Paso on behalf of the El Paso Public Library and the El Paso Community College (EPCC) establishing a jointly supported and managed library facility at the Northwest Campus of EPCC to serve the families and students of Northwest El Paso.

**AMOUNT AND SOURCE OF FUNDING:**

This item is currently fully funded at \$37,000 (1000-453-53000-501000) in FY13. A budget transfer Inter-local Agreements (1000-453-53000-521170) will be necessary to properly align the expenditure within general fund accounts.

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**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

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

**DEPARTMENT HEAD:**



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

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

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

That the City Manager be authorized to sign the First Amendment to the Interlocal Agreement that was entered into on February 25, 2003, between the City of El Paso, and the El Paso Community College (EPCC) to continue the jointly supported and managed library facility at the Northwest Campus of EPCC to serve the families and students of Northwest El Paso updating the services, and that the City Manager be authorized to sign future amendments that do not affect the approved budget of the City of El Paso.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

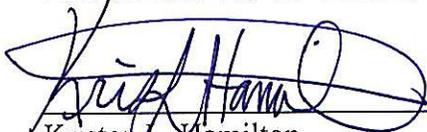
CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook, Mayor

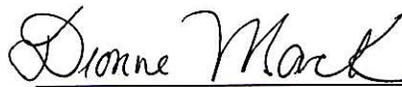
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Hamilton  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Dionne Mack, Director  
El Paso Public Library

STATE OF TEXAS

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§  
§  
§

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT**

COUNTY OF EL PASO

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** is made, effective as of the date written on the signature page, between the following Parties:

City:	City of El Paso, Texas
EPCC:	El Paso Community College

**RECITALS**

**WHEREAS,** The City and EPCC entered into an Interlocal Agreement on February 25, 2003 to establish a jointly supported and managed library facility (“the Community Library”) at the Northwest Campus of EPCC to serve the families and students of Northwest El Paso through which EPCC provides the library facility, technology, a library collection, staff and other support for the Community Library; and

**WHEREAS,** Under that Interlocal Agreement, the City provides staff and staff training, library materials, collection support, and programs for children and families; and

**WHEREAS,** The establishment and operation of the Community Library will provide library facilities and services for children, young adults, adults, and college students in the Northwest El Paso area and, as such, serves a useful and necessary public purpose; and

**WHEREAS,** The parties wish to amend the Interlocal Agreement to provide clarification and to update the services provided.

**FOR THESE REASONS,** and in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. Article One of the Interlocal Agreement is amended to read as follows:

**ARTICLE ONE  
Agency Relationship**

The Parties are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture nor any principal-agent or employer-employee relationship is intended to be created by this Agreement. Except to the extent expressly

provided in this Agreement, neither of the Parties has, and neither of the Parties shall attempt to assert, the authority to make commitments for or to bind the other Party to any obligation.

2. Article Two of the Interlocal Agreement is amended to read as follows:

## **ARTICLE TWO**

### **Scope of Contributions and Services - Incorporation by Reference**

EPCC and the City agree to make the contributions and provide the services in furtherance of the Community Library as more fully described in the Scope of Contributions and Services attached to this Agreement as Exhibit "A." The Scope of Contributions and Services is expressly incorporated into and made a part of this Agreement for all purposes.

All City contributions shall take the form of a cash transfer of funds received by EPCC and reported in EPCC financial statements. An amount not to exceed \$37,000 per year shall be transferred to EPCC from the City. These transferred funds shall be recognized as revenue and expenditures or expenses in the City budget. The City serves only as a cash conduit, and therefore the funds must be reported in the EPCC budget each year. The City merely transmits moneys with limited administrative or direct financial involvement in the program: The City has administrative involvement by monitoring EPCC's use of the funds for compliance with program-specific requirements, and has the ability to exercise discretion in how the funds are allocated, as specified in this agreement.

3. Exhibit "A" of the Interlocal Agreement is amended to read as attached hereto and incorporated into the First Amendment to Interlocal Agreement as if fully set forth herein.

*(signatures follow on next page)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date").

ATTEST:

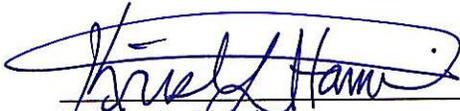
CITY OF EL PASO

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

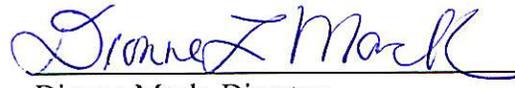
\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



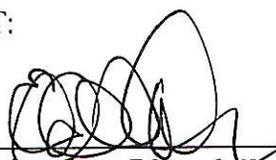
\_\_\_\_\_  
Kristen L. Hamilton  
Assistant City Attorney



\_\_\_\_\_  
Dionne Mack, Director  
El Paso Public Library

ATTEST:

EL PASO COMMUNITY COLLEGE:

By:   
Name (printed): Edward W. Dunbar  
Title: Legal Counsel

By:   
Name (printed): William Serrata, Ph.D.  
Title: President

*Exhibit "A"*

***SCOPE OF CONTRIBUTIONS AND SERVICES***

- I. EPCC will provide the following:
  - A. Library Facility at 6701 South Desert Blvd., El Paso, Texas 79932
    1. Facility and maintenance – facility will be open to community
    2. Utilities and janitorial service
    3. Liability insurance
    4. Library furnishings
    5. Shelving
    6. Telephones
    7. Work space
    8. Photocopiers, facsimile machines, and scanners
    9. Campus Police
  - B. Technology
    1. Computers and technical support and maintenance/computer classes for adults
    2. Cabling and networking
    3. Internet access
    4. Electronic databases
    5. Software: word processing, presentation, and spreadsheet
    6. Vanda card system for printing
    7. Training room facility and equipment (i.e., LCD projector)
    8. Computer training workshops
  - C. Staff and hours of operation
    1. Staff: One full-time professional, five part-time librarians, one full-time and three part-time library clerks, and Work-Study students
    2. Operating hours: 62.5 hours per week
  - D. Collection
    1. 7,000 volumes: print and multimedia
    2. Online catalog
    3. Assistance with cataloging and processing of materials (ID with label: "Property of El Paso Public Library")
    4. 50 periodicals and newspaper subscriptions

- E. Other
  - 1. Grant/funding assistance
  - 2. Courier service between EPCC campuses

II. The City will provide the following:

- A. Staffing and staff training
  - 1. \$35,00 annually to support staffing and staff training
- B. Collection
  - 1. Books, magazines and multimedia materials
  - 2. Cataloging of books and other materials – El Paso Public Library (EPPL) shall provide materials; EPCC staff will catalog and process material with access by EPCC and EPPL systems.
- C. Children and family programs: Contribution of \$2,000 to support:
  - 1. Storytelling and other literary and/or cultural programs for all ages
  - 2. Outreach to local schools
  - 3. Artistic performances.
  - 4. Recreational supplies.
- D. Other
  - Courier service between EPPL branches and Community Library