

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS REGARDING PARTNER AGENCY PROGRAM SERVICES FOR IN HOUSE LIBRARY SERVICES AND OUTREACH PROGRAMMING FOR THE DENTON PUBLIC LIBRARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Public Library (the “Library”) coordinates with local organizations and businesses (each, a “Partner Agency”) to provide services for the Library;

WHEREAS, the City Council recognizes that the services provided by each such Partner Agency meet a public purpose and provide a governmental function; and

WHEREAS, the City Council recognizes the Library’s need to execute these agreements from time to time without additional City Council authority; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and are made a part of this ordinance.

SECTION 2. The City Council approves the form agreements, attached hereto as Exhibit A (In House Library Programming) and Exhibit B (Outreach Library Programming), for use in formalizing Partner Agency relationships to further Library programs, subject to all applicable federal, state, and local laws.

SECTION 3. Upon finalizing a program with a Partner Agency, the Library will prepare a contract, substantially in the same form as Exhibit A or Exhibit B, as applicable, for execution by the City Manager or their designee without any further authority, guidance, or direction from the City Council. The City Manager, or their designee, is further authorized to carry out the rights, duties, obligations, and responsibilities of the City related thereto.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any additional actions that are deemed necessary or advisable by the City Manager, or their designee, or may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. The Library will provide a report to City Council in the Friday Report, or other appropriate method, regarding programs that are contracted for using this delegated authority.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.11.04 11:33:57 -05'00'

Exhibit A

Partner Agency Agreement

Denton Public Library coordinates with registered non-profit organizations and other local businesses and organizations in the North Texas area to offer services and programs to Denton community members. Services and programs must support the Denton Public Library mission and priorities.

Whereas, Denton Public Library recognizes that the services provided by Partner Agency meet a public purpose and provide a governmental function;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the laws of the State of Texas, promise and agree as follows:

This agreement (the "Agreement") is intended to outline the service/program site-based agreements between Denton Public Library and _____ (Partner Agency), pertaining to _____ (Program Name). This agreement begins on _____ and ends on _____. The agreement may be renewed annually if agreed upon by both parties by completing a new agreement form. The agreement may be cancelled by either party with at least 30 days notice of cancellation.

Direct case management or mental health counseling or treatment may not be conducted as part of library/partner agency services or programs.

Denton Public Library and _____ agree to collaborate and communicate regularly to ensure the success of the coordinated services and programs. Partner and Library representatives will meet at minimum once prior to each library programming season (January-April, May-August, September-December) to discuss priorities, goals, performance, and logistics.

Meeting Dates: _____

LOGISTICS

Denton Public Library will provide the partner agency with indicated items below as part of the service/program:

- Use of a Study, Conference, or Meeting Room during scheduled service/program times
- Use of a library laptop while providing service (Note: user files will not be retained on the laptop)

Copy Machine/Printer to make up to _____ copies/prints per _____ as part of provided services/programs to patrons.

Space on library "Community Information" bulletin board for service/program announcements

Inclusion of the provided services/programs in library Classes & Events flier

Inclusion of the provided services/programs in library social media marketing

Equipment (please list) _____

Notify provider at least _____ weeks in advance of planned library closures.

_____ Other:

The partner will provide Denton Public Library with the following as part of the service/program:

Administration and operational planning and fiscal oversight of the service or program

Fiscal responsibility for the service/program

Responsibility for selecting, vetting, and supervising service/program team members

Service/program descriptions for requested marketing

Monitor the progress of the services/programs and provide regular updates to the library. Update reports will be submitted monthly quarterly during scheduled Library/Partner meetings

Other: _____

SERVICE/PROGRAM INFORMATION

Service/program description:

Number of hours and schedule when service/program will be provided:

Types services provided to the public by partner agency as part of the service/program:

The service/program will be held at:

Emily Fowler Central Library North Branch Library South Branch Library

Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees.

Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.

CONTACT INFORMATION

Library Site Contact Information:

Partner Agency Contact Information:

LIABILITY

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided

by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

MISCELLANEOUS

- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent

thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.

- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

Exhibit B

Partner Agency Outreach Agreement

Denton Public Library coordinates with local organizations and businesses in Denton to provide library DPL2Go (Denton Public Library 2 Go) outreach services to targeted Denton community groups or individuals.

Whereas Denton Public Library recognizes that the services provided by Partner Agency meet a public purpose and provide a governmental function;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the laws of the State of Texas, promise and agree as follows:

This agreement (the "Agreement") is intended to outline the DPL2Go outreach service/program agreements between Denton Public Library and

_____ (Partner Agency), pertaining to _____ (Program Name). This agreement begins on _____ and ends on _____. The agreement may be renewed annually if agreed upon by both parties by completing a new agreement form. The agreement may be cancelled by either party with at least 30 days notice of cancellation.

Denton Public Library and _____ agree to collaborate and communicate regularly to ensure the success of the coordinated services and programs. Partner and Library representatives will meet at minimum once prior to each library programming season (January-April, May-August, September-December) to discuss priorities, goals, performance, and logistics.

Meeting Dates: _____

DPL2Go services and programs must remain free to the public. No admission or participant fees may be charged.

LOGISTICS

Denton Public Library will provide the partner agency with indicated items below as part of the service/program:

- Present a prepared literacy, educational, or enriching class or event for a specified audience
- Information table about Denton Public Library
- Library card sign up
- Coordinate with the partner organization to host a partner organization prepared and executed event at the partner location as a DPL2Go event.

- Manage StoryWalk® displays
 - Have print and or audiovisual materials delivered for the Book Stop program
 - quarterly bi-monthly
 - Inclusion of the provided services/programs in library Classes & Events flier
 - Inclusion of the provided services/programs in library social media marketing
 - Supplies/Equipment (please list) _____
 - Other: _____
-

The partner will provide the following as part of the service/program:

- A safe and appropriate location to conduct DPL2Go activities
 - Table and chairs for DPL2Go activities
 - Display StoryWalk® pages in a prominent storefront location using library provided display supplies
 - Provide dedicated shelving or space for Book Stop materials with signage about the program
 - Responsibility for selecting, vetting, and supervising partner organization service/program team members engaged with DPL2Go activities
 - Marketing and promotion of DPL2Go services/programs
 - Service/program descriptions for requested marketing
 - Supplies/Equipment (please list) _____
 - Other: _____
-

SERVICE/PROGRAM INFORMATION

Service/program description:

Number of hours and schedule when service/program will be provided:

Types services provided to the public by Denton Public Library as part of the service/program:

Types services provided to the public by _____ (Partner Organization) as part of the service/program:

Location where the service/program will be held or displayed:

Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees.

Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.

CONTACT INFORMATION

Library Site Contact Information:

Partner Agency Contact Information:

LIABILITY

D. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

- E. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- F. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

MISCELLANEOUS

- J. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- K. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- L. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- M. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.

- N. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- O. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- P. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.
- Q. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- R. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

