

\$541K

AN ORDINANCE 2009-09-17-0750

APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE NORTHEAST INDEPENDENT SCHOOL DISTRICT TO USE THE MOLLY PRUITT LIBRARY AT ROOSEVELT HIGH SCHOOL AS A PUBLIC LIBRARY FACILITY.

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WHEREAS, as part of the 2003 General Obligation Bond election, the voters of San Antonio approved the dedication of \$900,000.00 in the City of San Antonio Bond Funds toward the cost of the construction with the Northeast Independent School District (NEISD) for a joint-use library at Roosevelt High School; and

WHEREAS, using the current joint-use model of the Reagan school/library partnership, the City approved a similar arrangement to serve the underserved area near the Roosevelt High School in City Council District 2; and

WHEREAS, since the approval of the 2003 General Obligation bond, staff has worked closely with NEISD staff on design development and allocation of library space to serve the general public; and

WHEREAS, the library includes a children's area, meeting room space, reading areas, public restrooms for a total of 3,680 square feet; and

WHEREAS, bond funding also provided for furnishings and shelving to accomodate public library materials and services; and

WHEREAS, in order to open the Roosevelt Branch Library on October 1, 2009, an operating agreement is needed; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Library Department or his designee is hereby authorized to execute an Interlocal Agreement between the City of San Antonio and the Northeast Independent School District to use the Molly Pruitt Library at Roosevelt High School as a public library facility. A copy of the agreement is attached hereto as **Attachment I**.

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SW/mgc
09/17/09
Item #27

SECTION 3. This ordinance shall become effective immediately upon passage by eight (8) affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof..

PASSED AND APPROVED this 17th day of September 2009.



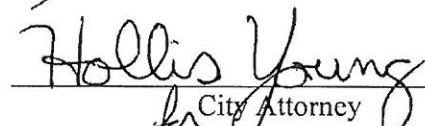
M A Y O R
JULIÁN CASTRO

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

**INTERLOCAL AGREEMENT REGARDING
MOLLY PRUITT LIBRARY**

This Interlocal Agreement (the "Agreement") regarding the Molly Pruitt Library at Roosevelt High School is made and entered into as of the 28th of September, 2009, by and between North East Independent School District (the "District") and the City of San Antonio, Texas (the "Public Library").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to continue this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the Molly Pruitt Library will be open for public use; and

WHEREAS, the Public Library has a legitimate interest in providing a public library facility in the vicinity of Roosevelt High School to provide public library services to the residents of that area; and

WHEREAS, many of the citizens of the City of San Antonio will be able to continue to reap the educational benefits and recreational enjoyment that access to a public library in the vicinity of Roosevelt High School will provide; and

WHEREAS, the Public Library will conserve scarce public resources by entering into this Agreement with the District and using the Molly Pruitt Library as a public library facility rather than incurring the expense of building and operating a separate library facility; and

WHEREAS, through this Agreement, the District shall be able to offer additional resources to its students, parents, employees, teachers, administrators, and invitees; and

WHEREAS, by entering into this Agreement, the District intends to promote community interaction with the District's schools and to promote increased community support for the District's schools; and

WHEREAS, the parties to this Agreement have historically enjoyed a mutually satisfactory and cooperative relationship that has benefited the citizens of the City of San Antonio and the students and employees of the District; and

WHEREAS, both parties intend to continue and enhance their cooperative efforts for the mutual benefit of the citizens of the City of San Antonio and the students and employees of the District;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) Responsibilities.

- a) The District shall be responsible for the completion of the Molly Pruitt Library, for the maintenance thereof, for staffing Molly Pruitt Library, and for setting all applicable rules, regulations, and policies, subject only to the provision of this Agreement.
- b) The Public Library shall be responsible for providing a balanced collection of library materials for public library patrons to check out, for coordinating with District staff to provide public library service to the community, and for compensating the District for the resources wholly and fully dedicated to providing public library service at Molly Pruitt Library.

2) Public Access

- a) In consideration for the obligations of the Public Library under this Agreement, the District agrees that Molly Pruitt Library shall be open to the general public after school hours and during the weekend on a schedule mutually agreed upon by the District and the Public Library. The Molly Pruitt Library shall not be obligated to provide service to the public during City holidays, other holidays observed by the Public Library, or during state-mandated testing, such as the Texas Assessment of Knowledge and Skills (TAKS), or for other school-related business for which there is no other available facility within Roosevelt High School. The District shall provide the City with thirty (30) days' written notice of any intent to exercise the right to deny public access to the library.
- b) In accordance with the District's security policies, the District shall devise and implement a security system and regulations that allows the general public to use Molly Pruitt Library during school hours as set forth in Section 2(a) above. The District shall have exclusive authority to devise and implement the security system and regulations, and shall at a minimum conform to the security system and regulations in use for Roosevelt High School visitors. This system and regulations shall have a minimum level of requirements for use of Molly Pruitt Library during school hours and shall clearly state the justifications for restraining a member of the general public from using Molly Pruitt Library during school hours. In all instances, the District shall retain the exclusive authority to deny access to a member of the public during school hours in the event he or she does not satisfy the security requirements devised by the District.
- c) This security system shall be in use during school hours only. All members of the public will be notified via signage that background checks are required upon entrance during

school hours. No record of library visits by members of the public shall be maintained past the close of business each day.

3) Public Services

- a) The District shall provide professional librarian assistance to patrons of Molly Pruitt Library in locating library materials, in using the collection resources of Molly Pruitt Library, and in providing other services related to the use of the Molly Pruitt Library.
- b) All patrons shall have the opportunity to borrow books and other library resources provided by Public Library and by Molly Pruitt Library. However, Molly Pruitt Library reserves the right to exclude from general circulation curriculum-specific materials belonging to the Molly Pruitt Library; these items will not be displayed to the general public, will not be available for inter-library loans, and will be available for check-out by only Roosevelt High School students, faculty, or staff.
- c) All patrons shall have the opportunity to register at Molly Pruitt Library for both Public Library borrower cards and Roosevelt High School borrower cards, which can be used to borrow materials from the Public Library system and from the Molly Pruitt Library except as stipulated in section 3(b) above. Issuance and use of the Public Library borrower card shall be subject to the rules and regulations established by the San Antonio Public Library.
- d) Molly Pruitt Library shall accept the delivery of books, videos, and other materials from other libraries in the Public Library system for check-out by patrons at the Molly Pruitt Library. In addition, Molly Pruitt Library shall accept from patron's books, videos, DVDs, CDs and other materials checked out from other libraries in the Public Library system for return to such libraries. All transportation of library books, videos, and other

materials between branch libraries will be the responsibility of the Public Library. The Molly Pruitt Library will provide a defined and secure location for materials to be kept prior to pickup and after delivery.

- e) Molly Pruitt Library shall provide the opportunity for children and teens to participate in the Public Library summer reading program and other regular programming. Adults shall be given the opportunity to participate in regular or special programming as agreed to by the District and Public Library. Such opportunity shall be pursuant to the limitations set forth in Sections 2(a) and 2(b) above.
- f) Molly Pruitt Library staff shall provide, with the assistance of the Public Library, a minimum of 4 programs a month for pre-school children and a minimum of 2 programs per month for grade school children.
- g) During non-school hours, Molly Pruitt Library shall provide all patrons with access to the Internet and electronic databases via the District's Communication Network subject to the NEISD Acceptable Use Policy. During school hours, computers on the District's Communication Network will be reserved for the use of Roosevelt High School students, faculty, and staff.
- h) San Antonio Public Library shall provide public library patrons with access to the Internet and electronic databases via the City of San Antonio's network, subject to the San Antonio Public Library's Policy on Public Use of the Internet and consistent with access at other Public Library locations.
- i) The District shall set the circulation rules applicable to all District books checked out from Molly Pruitt Library, including, but not limited to, the number of days for which items may be checked out, and the amount of the fines for overdue items.

- j) The Public Library shall set the circulation rules applicable to all Public Library books checked out from Molly Pruitt Library, including, but not limited to, the number of days for which items may be checked out, and the amount of the fines for overdue items.
 - k) The Public Library shall be responsible for sending out overdue notices with respect to materials provided by the Public Library. Any and all fines collected for these overdue materials shall be kept by the Molly Pruitt Library, to be applied toward the expenditures associated with providing services to public library patrons as required under this Agreement, including but not limited to the following: provision of programming for adults, teenagers and children, new books, furniture, repairs, and technology enhancements. Molly Pruitt Library staff shall have discretion as to how to allocate the fine monies collected for these permitted expenditures. The District shall provide the Public Library with an annual report of fines collected and their expenditure at the time an invoice is submitted.
- 4) Provision of Library Materials.
- a) The Public Library will select and purchase library materials for the Molly Pruitt Library of a quality and quantity commensurate with other Public Library branches.
 - b) The Public Library shall be responsible for cataloging all of the books, videos, DVDs, CDs and other Public Library materials housed at the Molly Pruitt Library, and for initially entering onto the Public Library's computer system database an inventory of all of the books, videos, DVDs, CDs and other Public Library materials housed at Molly Pruitt Library.
 - c) The District shall be responsible for cataloging all of the books, videos, DVDs, CDs and other materials provided by the District to the Molly Pruitt Library, and for initially

entering onto the Molly Pruitt Library's computer system database an inventory of all of the books, videos, DVDs, CDs and other materials owned by Molly Pruitt Library.

- d) The Public Library shall not be responsible for replacing any books, videos, DVDs, CDs or other materials provided by the District in the event that any or all of such items are destroyed by fire, flood, or other disaster, or are otherwise lost or stolen
- e) The District shall not be responsible for replacing any books, videos, DVDs, CDs or other materials provided by the Public Library in the event that any or all of such items are destroyed by fire, flood, or other disaster, or are otherwise lost or stolen.

5) Network

- a) The Public Library will provide a separate data line and computers to Molly Pruitt Library for use of the Public Library's public access catalog, circulation system, and internet access. The Public Library is wholly responsible for all cost associated with the data line, equipment and computers.
- b) The District will provide access to all wiring and data termination points at Molly Pruitt Library to the Public Library and shall assist Public Library staff when required.
- c) All computers on the District's Communication Network will be supplied and maintained by the District.
- d) All computers on the City of San Antonio's network will be supplied and maintained by the Public Library.

6) Staff

- a) The District shall hire staff qualified to serve public library patrons, with the minimum qualifications for all such staff to be set according to current District standards for its own

high school librarians. Any staff hired must undergo a background check and meet the security standards of both the District and the Public Library.

- b) The Public Library shall be responsible for training District employees on all applicable aspects of the method and manner in which the Public Library conducts its business, including how to effectively use the Public Library's computer system and databases.
- c) The Public Library may elect to supply Public Library staff to provide additional services to the general public with staff subject to the same regular criminal background check requirements as all other Molly Pruitt Library staff. These services could include additional programming for children, teens or adults. Public Library staff shall be allowed access to all areas of Molly Pruitt Library including staff areas. Secured storage shall be supplied for supplies and other materials.

7) Compensation.

- a) The Public Library's payment to the District for public library services in FY 2010 will be determined by staff under separate agreement.
- b) By no later than March 1 of each calendar year during the term of this Agreement (the then current calendar year being referred to herein as the "Subject Calendar Year"), the District shall provide an invoice to the Public Library which shall represent the payment due to the District for the provision of library service to the public outside of school hours for the one year period commencing on October 1 of the Subject Calendar Year. This schedule will become effective beginning March 1, 2010, for the Public Library's FY 2011.
- c) If such invoice is in an amount which is acceptable to the Public Library, the Public Library shall pay the same to the District in four equal, quarterly installments,

commencing no later than October 30 of the Subject Calendar Year, and continuing on or before the next following January 1, April 1, and July 1.

- d) In the event that the amount of the invoice is not acceptable to the Public Library, then the Public Library must so notify the District by no later than April 1 of the Subject Calendar Year. The parties shall then negotiate in good faith in an effort to agree upon a mutually acceptable invoice amount.
- e) In the event that the parties are unable to agree upon a mutually acceptable invoice amount by May 1 of the Subject Calendar Year, this Agreement shall terminate as of September 1 of the Subject Calendar Year, and the District shall refund to the Public Library all amounts previously paid by the Public Library to the District for the provision of library service to the public hereunder for the month of September of the Subject Calendar Year.

8) Term.

- a) The initial term of this agreement shall commence on the date first set out above, and shall terminate on September 30, 2010, unless earlier terminated as provided herein. If not earlier terminated, this Agreement shall automatically renew at the end of the initial term for 10 additional terms of 1 year each, unless either party provides written notice of termination to the other party no less than 90 days and no more than 120 days prior to the end of the then current term. For example, if either party desires to terminate this Agreement as of the end of its initial term, then such party could so terminate this Agreement by providing the other party with written notice of termination no less than 90 days and no more than 120 days prior to September 30, 2009.

- b) Each party shall have the right to terminate this Agreement in the event that the other party commits a material breach of the Agreement, and does not cure such material breach within 30 days after the receipt of written notice of such material breach, which notice must describe such material breach in explicit detail.
- c) After the final payment or defeasement of the bonds issued by the City of San Antonio to pay for construction, the District may terminate this Agreement, without cause, at any time prior to the end of the initial term of this Agreement by taking the following actions:
 - (i) providing to the Public Library written notice of termination no less than 120 days prior to the termination date set out in such notice; (ii) refunding to the Public Library a portion of the then most recent annual payment made by the City of San Antonio to the District, pro rated based on the number of days which shall have lapsed prior to the effective date of termination in the fiscal year (October 1-September 30) during which this Agreement is terminated; and (iii) either paying to the Public Library the then fair market value of, or returning to the Public Library (or a combination of payment and returns, at the discretion of the District), the computers, books, videos, reference titles, magazines, and other collection materials provided hereunder to the Molly Pruitt Library by the Public Library.
- d) In compliance with the Texas law, each party shall have the right to cancel this Agreement at the end of any fiscal year in the event that sufficient funds shall not have been budgeted by such party to meet its obligations hereunder for the following fiscal year. Each party, however hereby obligates itself to use its best efforts to obtain and appropriate funds each fiscal year during the term hereof for the payment and performance of all its obligations under this Agreement.

9) Loss.

- a) Public Library, as a department of the City of San Antonio, is covered by the City's self-insurance program, which program is described in Attachment A hereto, as well as under the City's excess liability policy, described in Attachment B. It is hereby acknowledged that the described insurance provisions are ample with respect to any exposures to the City or to the District arising out of the operations contemplated pursuant to this agreement.

10) Political Subdivisions.

- a) Each of the District and the City of San Antonio acknowledges that it is a political subdivision of the State of Texas, and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practices and Remedies Code, Section 101.001, et seq., and the remedies authorized therein, regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.

11) Notices.

- a) To be effective, notices provided under this Agreement must be in writing and shall be deemed to have been received for all purposes upon the earlier to occur of (i) actual receipt, or (ii) 3 days after the same are mailed by U.S. certified or registered mail, return receipt requested, and addresses as follows:

If to the District: Director of Library Services
 North East Independent School District
 8961 Tesoro Drive, Suite 102
 San Antonio, Texas 78217

If to the Public Library: Director of the Public Library Department
600 Soledad
San Antonio, Texas 78205

Or addressed to such other address as is provided by written notice from one party to the other.

12) Governing Law.

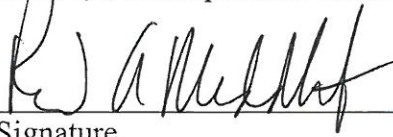
- a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and shall be fully performable and enforceable in Bexar County, Texas.

13) Formal Matters.

- a) The relationship between the District and the Public Library under this Agreement shall be that of independent contractors, and not that of partners, joint venturers, or any other relationship. This Agreement sets out the entire agreement of the parties in connection with the subject matter addressed herein, and may be modified or amended only in writing executed by both the District and the Public Library

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

NORTH EAST INDEPENDENT SCHOOL
DISTRICT, a Texas political subdivision

By: 
Signature


Richard A. Middleton

Printed Name

Superintendent

Position

CITY OF SAN ANTONIO
a Texas political subdivision

By: 
Signature

Ramiro Salazar

Library Director