



**Denton Public Library
Partner Program Agreement for Library Outreach Services**

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

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and employees' act 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]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

SIGNATURES OF BOTH PARTIES

Library Coordinator

Signature

Date

Printed name

Director of Libraries

Signature

Date

Printed name

Partner Organization

Signature

Date

Printed name