

# 14

SEP 12 2013



**MEMORANDUM**                      **Community Services - Council Memo No. CS14-003**

**DATE:**                      SEPTEMBER 12, 2013

**TO:**                              MAYOR AND COUNCIL

**THRU:**                      RICH DLUGAS, CITY MANAGER *RD*  
MARSHA REED, ASSISTANT CITY MANAGER *MWR*  
MARK M. EYNATTEN, COMMUNITY SERVICES DIRECTOR *MME*

**FROM:**                      BRENDA BROWN, LIBRARY MANAGER *BB*

**SUBJECT:**                  RESOLUTION NO. 4702, APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND CITY OF CHANDLER FOR THE LIBRARY ASSISTANCE PROGRAM

RECOMMENDATION: Staff recommends adoption of Resolution No. 4702 approving the Intergovernmental Agreement (IGA) between the Maricopa County Library District (MCLD) and City of Chandler for The Library Assistance Program.

BACKGROUND/DISCUSSION: On June 28, 2001, Council approved renewal of the IGA between MCLD and the City of Chandler for participation in the Reciprocal Borrowing Program for fiscal years 2001-2006. Since that time, Council has approved six amendments to the renewal of the IGA. The Sixth Amendment, approved on July 26, 2012, extended the Agreement through June 30, 2013. That amendment included a reduction in the reimbursable rate from \$28.50 to \$25.00 which resulted in a decreased reimbursement of \$39,030 from the previous year. The total value of reciprocal and other support provided by MCLD for FY12/13 is estimated at \$236,775.

In FY13/14, MCLD is implementing a new program - The Library Assistance Program, as a replacement to the reciprocal borrowing program. Beginning with a budget of \$2,600,000, the formula consists of 40% (of total budget) allocated by assessed valuation and 60% (of total budget) allocated by gross eligible non-resident cards issued. Under this Agreement, Chandler Public Library in FY13/14 is estimated to receive an allotment of \$219,914 as a credit for the purchase of library materials through a vendor that is on contract with the Library District. Rather than receive reimbursement funds directly from MCLD, staff will order library materials from the vendor, who will be paid directly by MCLD. Additional support will be provided through the provision of Freegal downloadable music (estimated value of \$8,000), Rocket Languages (estimated value of \$1,500),

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Delivery Services (estimated value of \$500), electronic databases (estimated value of \$26,045), and Summer Reading Program (estimated value of \$60,000) for a total of \$315,959.

Under provisions of the agreement, residents of Chandler may obtain library cards free of charge from any other library in Maricopa County. In return, the Chandler Library also issues cards free of charge to all Maricopa County residents.

The IGA is effective July 1, 2013, through June 30, 2015, and is renewable only upon written amendment executed by both parties. It will be administered by the MCLD.

PROPOSED MOTION: Move that Council adopt Resolution No. 4702 approving the Intergovernmental Agreement (IGA) between the Maricopa County Library District (MCLD) and City of Chandler for The Library Assistance Program.

Attachments: Resolution No. 4702  
Intergovernmental Agreement (4)

**RESOLUTION NO. 4702**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND CITY OF CHANDLER FOR THE LIBRARY ASSISTANCE PROGRAM.

WHEREAS A.R.S. Section 48-3901 and Section 11-903 allow a City to elect to become part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program, and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant to its charter and A.R.S. Section 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. Section 11-952;

WHEREAS the City wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona hereby approves the Intergovernmental Agreement between the City of Chandler and the Maricopa County Library District and authorizes the Mayor to sign the agreement.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATION**

I HEREBY CERTIFY that the above and foregoing Resolution No. 4702 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 and that a quorum was present thereat.

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY GAB

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND CITY OF CHANDLER  
FOR  
THE LIBRARY ASSISTANCE PROGRAM

Agenda # \_\_\_\_\_

The governing bodies of the City of Chandler (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") authorize and approve this Intergovernmental Agreement to be effective on the 1<sup>st</sup> day of July, 2013 for provision of certain library services and reimbursements.

WHEREAS A.R.S. Section 48-3901 and Section 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program, and wishes to participate in the Library Assistance Program of the Library District.

WHEREAS, pursuant to its charter and A.R.S. Section 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body.

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952;

WHEREAS the City wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

## SECTION I – OBLIGATIONS OF THE CITY

1. Services Offered. The City shall provide the following library services to persons who are Non-Residents of that City but entitled to the benefits of the Library District (hereinafter referred to as “Non-Residents”) to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. “Non-Residents” as used in this agreement means only those persons entitled to Library District benefits, and does not include other Non-Residents. The services include access to and use of City library facilities, materials and services.
2. Accounting and Documentation. The City agrees to identify “Non-Residents” utilizing the services listed in paragraph 1 hereof and provide within thirty (30) days after the end of each fiscal year an accounting and documentation (as described in Attachment “A” to this IGA).

## SECTION II – OBLIGATIONS OF THE LIBRARY DISTRICT

3. Allotment to City. The Library District shall make an allotment to the City based on the percentage of the assessed valuation from the preceding February State Abstract and on the percentage of gross cards issued to Non-Residents of the City that are entitled to the benefits of the Maricopa County Library District. This allotment will be a not to exceed amount at a library materials vendor that is on contract with the Library District. The allotment will be calculated as follows:
  - a. Assessed Value Allocation (40% of Total) – The sum total of secondary net assessed value for all participating municipal libraries will be calculated. Then, the percentage for each municipality will be calculated using the aforementioned total. Forty percent (40%) of the total allocated for the Library Assistance Program will be multiplied by each municipal percentage to find the individual assessed value allocation.
  - b. Cards Issued Allocation (60% of Total) – Each Library will submit to the Library District accounting and documentation as required in Section I(2). This will be submitted on or before January 31 of each year, for the CALENDAR YEAR. The submissions will be totaled and the percentage for each participating municipality will be calculated. The Allocation for each library system will be calculated by multiplying their percentage times 60% of the funding available for the Library Assistance Program.

## SECTION III – OTHER TERMS AND CONDITIONS

4. Term. This Agreement shall terminate June 30, 2015, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.

5. Termination. Either party may terminate this Agreement upon 90 days notice to the other party.
6. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way, the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this agreement and the District shall keep the City fully informed as to the availability of funds for its program.
7. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.
8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws rules and regulations of the City and the Library District.
9. Cancellation. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to A.R.S. Section 38-511.
10. E-Verify. The parties verify compliance with the requirements in A.R.S. § 41-4401 and A.R.S. § 23-214.
11. Scrutinized Business with Sudan/Iran. The parties warrant compliance with the requirements in A.R.S. §§ 35-391.06 and 35-393.06.

IN WITNESS WHEREOF, THE CITY OF CHANDLER and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF CHANDLER

MARICOPA COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_  
Mayor  
City of Chandler

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney Date  
City of Chandler GAB

By: \_\_\_\_\_  
Attorney Date  
Maricopa County Library District

ATTACHMENT "A"  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE MARICOPA COUNTY LIBRARY DISTRICT  
AND  
THE CITY OF CHANDLER  
FOR  
THE 2013 - 2015  
LIBRARY ASSISTANCE PROGRAM  
POLICY AND PROCEDURES

Policy:

Any resident of Maricopa County may obtain a free library card from a participating library upon presentation of current identification and proof of residence. Any borrower participating in this project must conform to the rules, policies, and regulations of the library from which the materials are borrowed. Non-resident library cards will be issued from January 1 through December 31 each fiscal year covered by the Agreement.

Procedures:

- A. Issuance of a Non-Resident Library Card
  - 1. A resident of Maricopa County must present current identification and proof of residence. Resident is defined as any individual showing proof of residence, business ownership or property ownership in Maricopa County. Visitors who are in Maricopa County for less than a month do not qualify as residents.
  - 2. A card will be given with an expiration date, which is one year from date of issue.
  
- B. Statistical Reporting
  - 1. In order to be eligible for the Library Assistance Program, each participating library must submit an Annual Non-Resident Report by January 31 for the prior calendar year. The report must provide the following information for each borrower:
    - a. Name
    - b. Street Address
    - c. City/Town and ZIP code of residence
    - d. Date of registration/renewal
    - e. Card number

This information can be a computer report prepared by the City Library automation system.

**Additionally, a summary sheet totaling the number of non-resident library cards issued per Municipality/Unincorporated County for the year submitted must be included.**

2. The County will prepare and distribute an annual statistical report.