

Staff Summary Report



Council Meeting Date: 6/11/2009

Agenda Item Number: 44

SUBJECT: Request adoption of a resolution approving the Third Amendment to the Intergovernmental Agreement between the Maricopa County Library District and the City of Tempe for participation in the Reciprocal Borrowing Program.

DOCUMENT NAME: 20090611cstm01 **LIBRARY (070401)** Resolution No. 2009.62

SUPPORTING DOCS: Yes.

COMMENTS: The City of Tempe received \$193,749 in revenue for FY 2007/2008 and \$196,000 for FY 2008/2009 for its participation in this program at the reimbursement rate of \$29.00 per net non-resident borrower card issued. It is estimated that the City will receive approximately \$185,874 in revenue for FY 2009/2010 at the reduced reimbursement rate of \$26.00 for the one year term of the Amendment.

PREPARED BY: Teri Metros, Deputy Community Services Manager-Library (480-350-5551)

REVIEWED BY: Tom Canasi, Community Services Manager (480-350-5305)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (480-350-8227)

FISCAL NOTE: None.

RECOMMENDATION: Adoption of Resolution No. 2009.62 approving the Third Amendment to extend the expiration date of the Intergovernmental Agreement for the City's participation in the Maricopa County Library District's Reciprocal Borrowing Program to June 30, 2010.

ADDITIONAL INFO: The Tempe Public Library has participated in the Maricopa County Library District's Reciprocal Borrowing Program since 1981. This program permits residents of the County to borrow materials at any public library within its boundaries at no charge to the borrower. On July 19, 2001, the City Council approved a five year intergovernmental agreement with the County Library District for its participation in the program.

The Maricopa Association of Governments (MAG) Management Committee formed the MAG County Library District Stakeholders Group in March 2005 to discuss the compensation rate for participating in the reciprocal borrowing program. These discussions resulted in an amendment to the agreement which increased the reimbursement rate to \$24.50 in FY 2005/06 and to \$29.00 in FY 2006/2007. The District has proposed reducing the reimbursement rate to \$26.00 and reducing the duration of the agreement to one year because the District cannot project its revenue beyond one year. This issue is going to be addressed again through the MAG Library District Stakeholders Group which will convene on June 11, 2009. Should these negotiations result in a change from the proposed \$26.00 rate, the Amendment provides that the City will be reimbursed at the new negotiated rate.

The City Council approved the first amendment to the Intergovernmental Agreement on December 1, 2005 and the second amendment on June 17, 2007. The third amendment extends the expiration date of the original agreement to June 30th, 2010.

THIRD AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF TMEPE
FOR
THE RECIPROCAL BORROWING PROGRAM

NO. _____

This Third Amendment to the Intergovernmental Agreement (C-65-02-018-2) (“Amendment”) effective July 1, 2001, by and between the parties (“IGA”) is made and entered into this _____ day of _____, 2009, by and between the City of Tempe, a municipal corporation of the State of Arizona (“City”) and the Maricopa County Library District (“Library District”).

R E C I T A L S

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

WHEREAS, the parties entered into an IGA for City’s participation in this program which was amended on May 3, 2006, and August 22, 2007; and

WHEREAS, the Library District is willing to continue the program.

NOW THEREFORE the City and the Library District agree that the IGA, as amended, shall continue with the following additional amendments:

A M E N D M E N T S

- 1.1. The effective date for services under this Amendment shall be July 1, 2009 to June 30, 2010.
- 1.2. The Library District shall reimburse the City, semi-annually, at the rate of \$26.00 per net non-resident borrower card issued, with the exception that should the Library District increase the compensation rate as the result of negotiations through the Maricopa Association of Governments (“MAG”) or otherwise, relating to the Reciprocal Borrowing Program for use of the City library and library services by non-residents of the City who are entitled to the benefits of the Library District, the semi-annual reimbursement rate shall remain at the 2008/2009 rate of \$29.00 or at the new negotiated rate per net non-resident borrower card issued.

1.3. To the extent applicable, Library District covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the IGA, and all applicable employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and amendments thereto, along with all attendant laws, rules and regulations. Library District acknowledges that a breach of this warranty is a material breach of this IGA, Library District is subject to penalties for violation(s) of this provision. City retains the right to inspect the documents of any and all contractors performing work and/or services relating to the IGA to ensure compliance with this warranty.

1.4. The IGA, as amended by this Amendment, is hereby confirmed. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Tempe and the Maricopa County Library District have executed this Agreement effective on the date first above written.

CITY OF TEMPE

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
Mayor

By: _____
Chairman, Board of Directors

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk of the Board

Date: _____

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.

Attorney
City of Tempe

Attorney
Maricopa County Library District

Date: _____

Date: _____