

CITY CLERK ORIGINAL

C-8098
06/26/2012

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF GLENDALE
FOR
THE RECIPROCAL BORROWING PROGRAM

Agenda # 14 C-605-13003M-00

The governing bodies of the City of Glendale (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") authorize and approve this Intergovernmental Agreement ("Agreement") to be effective on the 1st day of July, 2012 for provision of certain library services and reimbursements.

WHEREAS, A.R.S. §§ 11-903 and 48-3901 allow all incorporated cities and towns within Maricopa County 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, and wishes to participate in the Reciprocal Borrowing Program;

WHEREAS, under Glendale City Code, Chapter 20 and A.R.S. §§ 9-411 *et seq.*, the City has established and provided for City libraries which are owned and funded by the City and its governing body;

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;

WHEREAS, the City wishes to have its municipal libraries participate and benefit from the Reciprocal Borrowing Program by being reimbursed by the Library District for use of its library and library services by non-residents of the City who are entitled to the benefits of the 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 are 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 ten (10) days after the end of each quarter an accounting and documentation (as described in Attachment "A") to support the reimbursement for its net services by the Library District as set forth in Section II of this Agreement.

SECTION II – OBLIGATIONS OF THE LIBRARY DISTRICT

1. Reimbursement to City. The Library District shall reimburse the City for the net services it provides to Non-Residents as follows:

Reimbursement under this Agreement will be made twice per year: a Mid-Year Payment six (6) months into the Contract Year and an End of Year Payment at the end of the Contract Year. For the purpose of this Agreement, a Contract Year runs from July 1 through June 30.

Mid-Year Payment - Upon receipt of the accounting and documentation from the City (as described in Attachment "A") and following the end of the first six (6) months of the Contract Year, the Library District shall determine:

- a. The number of Non-Residents who utilized library services in the City during the first six (6) months, as identified by the City in Section I, Paragraph 2 above;
- b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the first six (6) months, as documented by other members of the Library District similar to Section I, Paragraph 2 above;
- c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the Net Non-Resident Users of City library services during the six-month period.

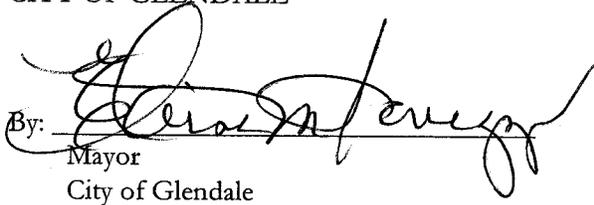
If the result in subparagraph "c" is a positive figure, then within sixty (60) days after the end of the first six-month period, the Library District shall pay the City Twelve Dollars Fifty Cents (\$12.50) for each Net Non-Resident User. The remaining balance will be accounted for in the final annual payment.

If the result in subparagraph "c" is a negative figure, the City is not entitled to reimbursement for Non-Resident usage for that six-month period and no reimbursement will be paid to the City.

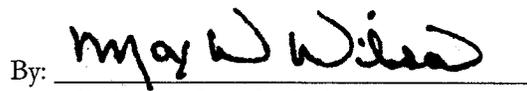
2. End of Year Payment. Upon receipt of the accounting and documentation from the City following the end of each fiscal year (June 30), the Library District shall determine:
 - a. The number of Non-Residents who utilized library services in the City during the year, as identified by the City in Section I, Paragraph 2 above;
 - b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the year, as documented by other members of the Library District similar to Section I, Paragraph 2 above;
 - c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the Net Non-Resident Users of the City library services during the year.

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

CITY OF GLENDALE

By: 
Mayor
City of Glendale

MARICOPA COUNTY LIBRARY DISTRICT

By: 
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

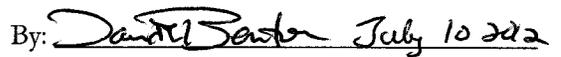
By: 
City Clerk Date

ATTEST:

By: 
Clerk of the Board 072512 Date **AUG 06 2012**

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 Glendale

By: 
Attorney Date
Maricopa County Library District

ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MARICOPA COUNTY LIBRARY DISTRICT
AND
THE CITY OF GLENDALE
FOR THE 2012 – 2013
RECIPROCAL BORROWING 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. Reciprocal borrowing cards will be issued from July 1 through June 30 each fiscal year covered by the Agreement.

Procedures:

- A. Issuance of a Reciprocal Borrowing Library Card
 - 1. A resident of Maricopa County must present current identification and proof of residence.
 - 2. A card will be given with an expiration date, which is one year from date of issue.
 - 3. Refunds for existing purchased Non-resident cards are at the discretion of the local jurisdiction.

- B. Borrowing Guidelines
 - 1. All borrowers must conform to the rules, regulations, policies, and procedures of the lending library (i.e. loan periods, fines, renewals, reserves).
 - 2. Books and other circulating items may be renewed only at the lending library.
 - 3. Reserves may be picked up only at the lending library.
 - 4. Books and other circulating items may be returned only to the lending library.
 - 5. Borrowers assume all financial responsibilities for borrowed material.

C. Statistical Reporting

1. In order to be eligible to receive county reimbursement for the project, each participating library must submit a Quarterly Reciprocal Borrowing Report by the 10th of the month following the end of each quarter to the Director of the Library District. 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 cards issued per City/Unincorporated County for the quarter submitted must be included.

2. In order to comply with Maricopa County fiscal regulations, the report for June must be received by July 10th following each fiscal year covered by this Agreement.
3. The Library District will prepare and distribute an annual statistical report.