

Clerk's Note:

Due to a scrivener's error, a duplicate agreement number was issued for this item, approved by the City Council on July 10, 2023. This agreement number for this item should accurately be depicted as Agreement No. **2023-087-COS-IGA**.

Library Assistance Program Intergovernmental Agreement

Agreement No. **2023-087-COS-IGA** with the Maricopa County Library District for the Library Assistance Program.

CITY COUNCIL REPORT



Meeting Date: July 10, 2023
 General Plan Element: ***Public Services & Facilities***
 General Plan Goal: ***Provide services to improve neighborhoods and the lives of Scottsdale residents***

ACTION

Maricopa County Library District Library Assistance Program Intergovernmental Agreement. Adopt Resolution No. 12869 authorizing Contract No. 2023-087-COS, an intergovernmental agreement with the Maricopa County Library District for the Library Assistance Program, and authorizing the Library Director or designee to accept new library materials valued up to \$463,478 from the Maricopa County Library District's Library Assistance Program for fiscal year 2023/24 and to take further actions necessary to carry out the intent of this resolution.

BACKGROUND

On December 17, 1990, the City Council elected to join the Maricopa County Library District (MCLD), becoming eligible to participate in regional library programs such as the Reciprocal Borrowing Program and the Materials Assistance Program providing both greater access to library materials for County residents and funding for local library materials. In Fiscal Year 2013/14, MCLD combined these two programs to establish the Library Assistance Program (LAP). All Maricopa County residents pay tax to the MCLD for library services and a portion of these tax funds are provided through the MCLD's operating budget for the LAP. The MCLD allotment to the City is based upon 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 MCLD.

On May 22, 2018, the Council authorized and directed the Mayor to execute an Intergovernmental Agreement between MCLD and the City for the LAP, Contract No. 2018-051-COS, allowing the City to continue to benefit from the MCLD's LAP and to receive a portion of the tax funds for use in City libraries. The 2018 agreement will expire on June 30, 2023, but the City and the MCLD wish to enter into a new Intergovernmental Agreement regarding the LAP for the upcoming years.

Adopting Resolution No. 12869 will authorize Contract No. 2023-087-COS (IGA), an Intergovernmental Agreement with the MCLD for the next five years. The IGA is similar to the 2018 agreement, but, besides providing library materials assistance, it also includes that the MCLD will provide to City libraries the Integrated Library System, materials sharing, access to digital resources, inter-system delivery service, and Summer Reading Program resources.

Library Assistance Program materials are ordered through an established account with library materials suppliers. As the materials are delivered to the library, library staff submit the material invoices to the MCLD for payment. This is not a reimbursement program; the materials are paid for directly by the MCLD. Scottsdale Public Library received \$469,962 in LAP funding in Fiscal Year 2022/23, which helped supplement the general fund library materials budget. Scottsdale received the entire valuation of this allocation for the fiscal year.

ANALYSIS & ASSESSMENT

Like the 2018 agreement, the LAP allocation under the new IGA is based on 40% assessed valuation and 60% gross non-resident cards issued. Calculations are based on the February 2023 State Abstract of the Assessment Roll and the latest completed calendar year's (2022) non-resident gross cards issued report. As reflected in the MCLD's allocation chart (Attachment 3), the MCLD's tax is calculated on the limited property (primary) net assessed values.

For Fiscal Year 2023/24, a total of \$463,478 will be allocated to Scottsdale Public Library from the LAP to supplement the library's General Fund materials budget. The total LAP allocation is \$3.7M. With 10.17% of the total allocation made to the MCLD, Scottsdale's allocation is the second largest among the 17 cities the program serves.

RESOURCE IMPACTS

Scottsdale Public Library will receive library materials valued up to \$463,478 for Fiscal Year 2023/24. Per governmental accounting standards, the library materials donation must be recognized as both a revenue and equal expense. The library materials were anticipated and, therefore, the revenue and accompanying expense were included in the Library Systems Department Fiscal Year 2023/24 adopted operating budget.

OPTIONS & STAFF RECOMMENDATION

Option A

Adopt Resolution No. 12869 authorizing Contract No. 2023-087-COS, an intergovernmental agreement with the Maricopa County Library District for the Library Assistance Program, and authorizing the Library Director or designee to accept new library materials valued up to \$463,478 from the Maricopa County Library District's Library Assistance Program for fiscal year 2023/24, and to take further actions necessary to carry out the intent of this resolution.

Option B

Do not adopt Resolution No. 12869 authorizing Contract No. 2023-087-COS, an intergovernmental agreement with the Maricopa County Library District for the Library Assistance Program, and authorizing the Library Director or designee to accept new library materials valued up to \$463,478

from the Maricopa County Library District's Library Assistance Program for fiscal year 2022/23, as stipulated in Contract No. 2023-087-COS, which would result in the Scottsdale Public Library declining to receive materials valued at \$463,478 from the MCLD LAP.

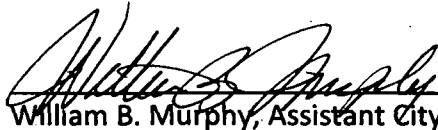
RESPONSIBLE DEPARTMENT(S)

Community Services division, Library Systems department

STAFF CONTACT(S)

Mandy Carrico, Interim Library Director, (480) 312-2679, mcarrico@scottsdaleaz.gov

APPROVED BY



William B. Murphy, Assistant City Manager
(480) 312-7954, bmurphy@scottsdaleaz.gov

6/21/2023
Date

ATTACHMENTS

1. Resolution No. 12869
2. Contract No. 2023-087-COS
3. Library Assistance Program Allocation FY 2023/24

RESOLUTION NO. 12869

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2023-087-COS, AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR THE LIBRARY ASSISTANCE PROGRAM, AND AUTHORIZING THE LIBRARY DIRECTOR OR DESIGNEE TO ACCEPT NEW LIBRARY MATERIALS FOR FISCAL YEAR 2023/24 AND TO TAKE FURTHER ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION.

WHEREAS, Arizona Revised Statutes Sections 11-951, *et seq.* provide that public agencies, including cities, counties, municipal corporations, and political subdivisions of the state, may enter into intergovernmental agreements for the provision of services, or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale ("City") authorizes the City to enter into intergovernmental agreements with various public agencies including political subdivisions of the state;

WHEREAS, the Maricopa County Library District ("Library District") has established a Library Assistance Program for the benefit of its members to expand the availability of library services, and in particular expand access to library materials;

WHEREAS, the City is a member of the Library District and has most recently participated in the Library District's Library Assistance Program pursuant to Contract No. 2018-051-COS, which will expire on June 30, 2023;

WHEREAS, the City and the Library District wish to enter into a new intergovernmental agreement, Contract No. 2023-087-COS, for the City to participate in the Library District's Library Assistance Program from July 1, 2023 through June 30, 2028;

WHEREAS, under the new intergovernmental agreement, the City is due to receive new materials valued at \$463,478 for fiscal year 2023/24 under the Library District's Library Assistance Program; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2023-087-COS, Intergovernmental Agreement between the Library District and the City for the Library Assistance Program.

Section 3. The City Council hereby authorizes the Library Director or designee, as an agent of the City, (i) to accept new library materials valued at \$463,478 from the Library District's Library Assistance Program for fiscal year 2023/24 in accordance with Contract No. 2023-087-COS and (ii) to take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this _____ day of _____, 2023.


CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney

By: Kimberly Campbell, Senior Assistant City Attorney

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

Agenda # _____

The governing bodies of the CITY OF SCOTTSDALE (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") authorize and approve this Intergovernmental Agreement ("Agreement") to be effective on the 1st of July, 2023 for provision of certain library services and reimbursements.

WHEREAS A.R.S. §§ 48-3901 and 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 A.R.S. § 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; and

WHEREAS the City wishes to have its municipal library participate in and benefit from the Library Assistance Program through library materials assistance, provision of Integrated Library System, materials sharing, access to digital resources, inter-system delivery service and Summer Reading Program resources.

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 mean 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-one (31) days after the end of each calendar year an accounting and documentation as described in Attachment "A" to this Agreement.

3. Sharing of Materials. The City agrees to allow additional Software (Inn-Reach) to search the library catalogue and request materials to be shared with other library systems within Maricopa County. Policies and procedures associated with this program are decided by a committee with representatives from every library system in Maricopa County. This program will be referred to as MAX (Maricopa Access) for the purposes of identification within the Agreement and in communications.

SECTION II - OBLIGATIONS OF THE LIBRARY DISTRICT

1. Library Materials Assistance

a. 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 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:

- i. Assessed Value Allocation (40% of Total) — The sum total of primary 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.
- ii. 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.

b. Vendor and Account Set Up. The Library Assistance Program accounts will be set up for each participating library system as follows:

- i. Library materials purchase only
- ii. Library District contracted vendors
- iii. Accounts set up at vendor through Library District only
- iv. Up to two (2) vendors

2. Integrated Library System. The Library District shall provide for City:
 - a. Cloud Hosting – Hosting of the integrated library system by provider
 - b. Public Core Bundle Licenses – Necessary base licenses for use of integrated library system by city library system as determined by Library District
 - c. Staff Licenses – Required licenses for City staff to use integrated library system
 - d. Additional software, features and support may be purchased by the City to enhance the City operations
3. Materials Sharing (MAX). The Library District shall provide for City:
 - a. Provision of the operating software, Inn-Reach, including installation, configuration, and any maintenance.
 - b. Provision of a courier service to move the materials to assigned locations within Maricopa County within a timeline agreed upon between the City and Library District contract administrators and via the request of the Maricopa County resident.
4. Digital Resources. The Library District shall:
 - a. Fund the Maricopa County share of the Statewide access to online databases and electronic resources.
 - b. Purchase digital resources for the participating public libraries in Maricopa County, including the City.
5. Inter-System Delivery Services. The Library District shall move library materials and resources between the various library systems by Library District courier or delivery service.
6. Summer Reading Program. The Library District shall provide for City:
 - a. Summer Reading Program Software – The software participants use to track their reading accomplishments.
 - b. Training & Support – To teach the library systems how the software works and what updates have been made, and to solve glitches that arise.
 - c. Events.
 - d. Countywide Reading Incentives – The prizes patrons earn as they reach reading levels.
 - e. Prize Books – The ultimate prizes for completing the Summer Reading Program.

SECTION III - OTHER TERMS AND CONDITIONS

1. Term. This Agreement shall begin on July 1, 2023 and terminate on June 30, 2028, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.
2. Termination. Either party may terminate this Agreement upon 90 days' notice to the other party. The parties do not anticipate having to dispose of any property upon termination of this

Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner unless otherwise provided in this Agreement.

3. 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 Library District shall be the sole judge and authority in determining the availability of funds under this Agreement and the Library District shall keep the City fully informed as to the availability of funds for its program.
4. 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.
5. 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.
6. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
7. E-Verify. The parties verify compliance with the requirements in A.R.S. § 41-4401 and A.R.S. § 23-214.
8. Indemnification. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
9. Records. The Library District will comply with A.R.S. § 41-151.22 regarding the confidentiality of the user records it receives pursuant to this Agreement.
10. Contract Administrators. The contract administrator for the City is the Library Director, who at the time of the execution of this Agreement is Mandy Carrico, Interim Library Director, or designee. The contract administrator for the Library District is the Library District Director/County Librarian, who at the time of the execution of this Agreement is Jeremy Reeder. The City contract administrator and the Library District contract administrator will be the primary contacts for the respective parties for matters relating to the performance of this Agreement.
11. Non-appropriation of Funds. If, for any reason, funds are not appropriated by the City Council for the purposes provided for in this Agreement, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice of termination to the Library District at least 30 days prior to the end of its current fiscal year.
12. Boycott of Israel. Each party certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

13. Uyghur Forced Labor. To the extent applicable, each party warrants and certifies that for the duration of the Agreement that it will not use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a party becomes aware during the term of this Agreement that any contractors, subcontractors or suppliers are not in compliance with this paragraph, the party shall notify the other party within five business days after becoming aware of the noncompliance. Upon failure of the party to provide a written certification that the party has remedied the noncompliance within one hundred eighty (180) days after notifying the other party of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. A.R.S. § 35-394.

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

CITY OF SCOTTSDALE

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
David D. Ortega, Mayor
City of Scottsdale

By: _____
Chairman, Board of Directors
Maricopa County Library District


ATTEST:

ATTEST:

By: _____
Ben Lane, City Clerk Date

By: _____
Clerk of the Board Date

In accordance with A.R.S. Section 11-952, 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 as to his/her respective client only.


Sherry R. Scott, City Attorney
City of Scottsdale

By: _____
Attorney
Maricopa County Library District

By: Kimberly Campbell, Sr. Asst. City Attorney

REVIEWED BY:

By: 
George Woods Jr., Safety & Risk Management Director
City of Scottsdale

ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF SCOTTSDALE FOR THE 2023 - 2028 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.

- a. 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.
- b. A card will be given with an expiration date, which is one year from date of issue.

B. Statistical Reporting.

- a. In order to be eligible for the Library Assistance Program, each participating library must submit an Annual Non-Resident Report to the Library District by January 31 for the prior calendar year. The report must provide the following information for each borrower:
 - i. Name
 - ii. Street Address
 - iii. City/Town and ZIP code of residence
 - iv. Date of registration/renewal
 - v. Card number
- b. This information can be a computer report prepared by the City Library automation system.
- c. Additionally, a summary sheet totaling the number of Non-Resident library cards issued per Municipality/Unincorporated County for the year submitted must be included.
- d. The County will prepare and distribute an annual statistical report.