

CITY COUNCIL REPORT



Meeting Date: May 22, 2018
 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 for FY2018/19 Library Materials. Adopt Resolution No. 11088 authorizing Contract No. 2018-051-COS, an intergovernmental agreement with the Maricopa County Library District for the Library Assistance Program, and authorizing acceptance of new library materials valued at \$408,879 for fiscal year 2018/19.

BACKGROUND

On December 17, 1990, the City Council elected to join the Maricopa County Library District (MCLD), thus 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 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 August 20, 2013, the Council approved and directed the Mayor to execute Intergovernmental Agreement between MCLD and the City for LAP, Contract No. 2013-129-COS, allowing the City to benefit from the MCLD's LAP and to receive a portion of the tax funds for use in City libraries. This agreement will expire on June 30, 2018, but the City and MCLD wish to enter into a new agreement on the LAP for the upcoming years. Adopting Resolution No. 11088 will authorize the City to enter into Contract No. 2018-051-COS (IGA), a new intergovernmental agreement between MCLD and the City for a period of five years effective July 1, 2018, under similar provisions of the existing agreement.

Library assistance is received through an established account with two library materials suppliers. As the materials are delivered to the library, library staff submits the material invoices to the MCLD for payment. Scottsdale Public Library received \$367,889 in LAP funding in fiscal year 2017/18, which

helped supplement the library materials budget in the General Fund. Scottsdale received the entire valuation of this allocation for the fiscal year.

ANALYSIS & ASSESSMENT

Similar to the previous agreement, the program allocation under the IGA is based on 40% assessed valuation share and 60% gross non-resident cards issued. Calculations are based on the February (2018) State Abstract of Assessed Valuations and the latest completed calendar year's (2017) non-resident gross cards issued. As reflected in the MCLD's allocation chart, the MCLD's tax is now calculated on the primary assessed valuations because of changes occasioned by Proposition 117.

For fiscal year 2018/19, a total of \$408,879 will be allocated to Scottsdale Public Library from the LAP to help supplement the library materials budget in the General Fund of \$793,407. With just over 13.5% of the total allocation made to the MCLD, Scottsdale's allocation is the second largest among the 16 cities the program serves.

RESOURCE IMPACTS

Scottsdale Public Library will receive materials valued at \$408,879 for fiscal year 2018/19 and has been included in the tentative budget with final budget adoption scheduled for June 12, 2018.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 11088 authorizing Contract No. 2018-051-COS, an intergovernmental agreement with the Maricopa County Library District for the Library Assistance Program, and authorizing acceptance of new library materials valued at \$408,879 from the Maricopa County Library District's Library Assistance Program for fiscal year 2018/19.

RESPONSIBLE DEPARTMENT(S)

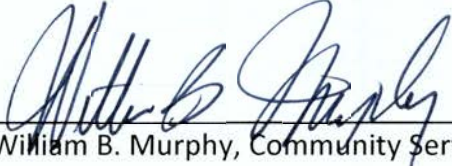
Community Services Division, Library Department

STAFF CONTACT (S)

Rebecca Gallivan Butler, Library Manager, Sr. Support Services, (480) 312-7978,
rgallivanbutler@scottsdaleaz.gov

Kira Peters, Interim Library Manager, (480) 312-2691, kcpeters@scottsdaleaz.gov

APPROVED BY



William B. Murphy, Community Services Director
(480) 312-7954, bmurphy@scottsdaleaz.gov

4/30/18

Date



Judy Doyle, Budget Director
(480) 312-2603, jdoyle@scottsdaleaz.gov

4.30.18

Date

ATTACHMENTS

1. Resolution No. 11088
2. Contract No. 2018-051-COS
3. Library Assistance Program Allocation FY 2018/19

RESOLUTION NO. 11088

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2018-051-COS, AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR THE LIBRARY ASSISTANCE PROGRAM, AND AUTHORIZING THE ACCEPTANCE OF NEW LIBRARY MATERIALS FOR FISCAL YEAR 2018/19.

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; and

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; and

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; and

WHEREAS, the City is a member of the Library District and has participated in the Library District's Library Assistance Program pursuant to Contract No. 2013-129-COS, as amended, which will expire on June 30, 2018; and

WHEREAS, the City and the Library District wish to enter into a new intergovernmental agreement, Contract No. 2018-051-COS, for the City to participate in the Library District's Library Assistance Program from July 1, 2018 through June 30, 2023; and

WHEREAS, under the new intergovernmental agreement, the City is due to receive new materials valued at \$408,879 for fiscal year 2018/19 under the Library District's Library Assistance Program;

NOW, THEREFORE, BE IT RESOLVED by the City 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. 2018-051-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 to accept new library materials valued at \$408,879 from the Library District's Library Assistance Program for fiscal year 2018/19 in accordance with Contract No. 2018-051-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 22nd day of May, 2018.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

Bruce Washburn
Bruce Washburn, City Attorney

By: Kimberly Campbell, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND 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 day of July, 2018 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 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-one (31) days after the end of each calendar year an accounting and documentation as described in Attachment “A” to this Agreement.

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 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 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.
 - 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, 2023, 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 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.
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. § 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. 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.
12. 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.

13. 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.

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: _____
Mayor
City of Scottsdale

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

ATTEST:

ATTEST:

By: _____
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.

By: Kimberly Campbell
City Attorney
City of Scottsdale
By: Kimberly Campbell
Assistant City Attorney

By: _____
Attorney
Maricopa County Library District

ATTACHMENT "A"
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY LIBRARY DISTRICT
AND
CITY OF SCOTTSDALE
FOR
THE 2018 - 2023
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 to the Library District 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.

**MARICOPA COUNTY LIBRARY DISTRICT
LIBRARY ASSISTANCE PROGRAM FY2019**

The \$3,000,000 is split into \$1,200,000 to be allocated by assessed value percentage and \$1,800,000 to be allocated by percentage of total cards issued to non-residents that live in Maricopa County.

Calculations Based on Primary Assessed Valuation (Limited Property Value) from the February 2018 State Abstract of Assessed Valuations and calendar year (2017) non-resident gross cards issued

Total Allocation **\$3,000,000**

City	40% Assessed Valuation Allocation	60% Gross Cards Issued Allocation	Total Allocation
Avondale	\$13,875	\$55,910	\$69,784
Buckeye	\$15,057	\$38,234	\$53,290
Cave Creek(Desert Foothills)	\$4,923	\$59,428	\$64,351
Chandler	\$96,976	\$156,877	\$253,853
Gilbert	\$78,594	\$217,167	\$295,761
Glendale	\$45,528	\$144,274	\$189,802
Goodyear	\$28,514	\$29,926	\$58,440
Mesa	\$114,189	\$180,134	\$294,323
Peoria	\$50,156	\$91,035	\$141,191
Phoenix	\$431,950	\$319,378	\$751,328
Scottsdale	\$208,907	\$199,972	\$408,879
Surprise	\$36,161	\$106,153	\$142,315
Tempe	\$64,897	\$162,572	\$227,469
Tolleson	\$7,220	\$33,260	\$40,480
Wickenburg	\$2,302	\$3,108	\$5,411
Youngtown	\$751	\$2,572	\$3,323
TOTAL:	\$1,200,000	\$1,800,000	\$3,000,000