

CITY COUNCIL REPORT



Meeting Date: November 26, 2018
 General Plan Element: ***Public Service and Facilities***
 General Plan Goal: ***Provide city service facilities to meet the needs of the community.***

ACTION

Palomino Library Intergovernmental Agreement. Adopt Resolution No. 11293, authorizing the City to enter into Contract No. 2018-183-COS, an Intergovernmental Agreement with Scottsdale Unified School District for the operation and maintenance of the Palomino Library at Desert Mountain High School, to update and supersede the existing Intergovernmental Agreement (Contract No. 2012-101-COS).

BACKGROUND

The City of Scottsdale ("City") and the Scottsdale Unified School District No. 48 of Maricopa County ("District") executed Intergovernmental Agreement No. 2012-101-COS ("2012 IGA"), dated July 2, 2012, for the joint operation and maintenance of the Palomino Library at Desert Mountain High School for the benefit of students and local citizens. Since that time the City has staffed the library during the school year with early morning and afternoon hours as required by the 2012 IGA.

The City and District amended the 2012 IGA first on August 12, 2014 to include provisions relating to an Online Learning Lab; again on July 1, 2017 to extend the term of the 2012 IGA through December 1, 2017; on December 1, 2017 to amend the hours of operation beginning January 1, 2018 and to extend the term of the 2012 IGA through May 1, 2018; on May 1, 2018 to extend the 2012 IGA until October 1, 2018; and again on September 11, 2018 to extend the term of the 2012 IGA through December 31, 2018.

The City and District now desire to enter into a new intergovernmental agreement, Contract No. 2018-183-COS, to update and supersede the 2012 IGA extensions. The updated IGA, if approved, will institute provisional changes to the agreement with the District, resulting in a planned and coordinated phaseout of city operations at Palomino Library by June 30, 2020. The IGA also updates the section on Classroom No. 2 to reflect how it is being used today and includes specific dates and meetings for the annual exchange of inventory between the City and the District.

ANALYSIS AND ASSESSMENT

The overall use of the facility has trended downward over the past several years for all services that are provided to the public. In a joint move, and in response to the downward trend of use, on December 1, 2017 the District and the City agreed to a reduction in the hours of operation for the facility.

Consideration has also been given to the fact that there are two Scottsdale Public libraries, Mustang Library and Arabian Library, within 5.6 miles of the Palomino Library that provide similar programs and services to the public. Library staff are also reviewing other alternatives to meet program needs in the area.

Community Involvement

At its meeting on November 13, 2018, the Scottsdale Unified School District Governing Board vote unanimously approved the updated Intergovernmental Agreement, Contract No. 2018-183-COS, to support the coordinated phaseout of city operations at Palomino Library by June 30, 2020.

RESOURCE IMPACTS

Available Funding

The current Fiscal Year 2018/19 allots funding in the amount of \$393,342 for operations at Palomino Library with a cost recovery from the District in the amount of \$125,351 for 3 staff positions. With the development of the Fiscal Year 2019/20 it is anticipated that the funding will remain at the same level as will the cost recovery.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 11293 authorizing the City to enter into Contract No. 2018-183-COS with Scottsdale Unified School District for the operation and maintenance of Palomino Library, which will result in a coordinated phaseout of city operations at Palomino Library by June 30, 2020.

Description of Option B

Do not adopt Resolution No. 11293, which would result in the current IGA expiring on December 31, 2018.

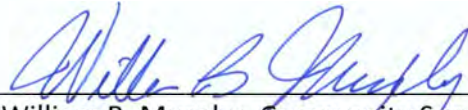
RESPONSIBLE DEPARTMENT(S)

Community Services Division, Library Department

STAFF CONTACT(S)

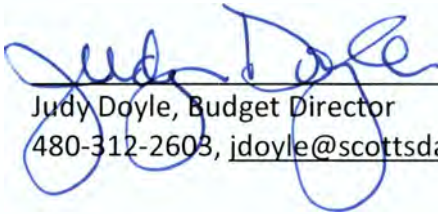
Kira Peters, Library Director, kcpeters@scottsdaleaz.gov, 480-312-2691

APPROVED BY



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

11/13/18
Date



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

11.13.18
Date

ATTACHMENTS

1. Resolution No. 11293
2. Contract No. 2018-183-COS

RESOLUTION NO. 11293

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2018-183-COS, AN INTERGOVERNMENTAL AGREEMENT WITH THE SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48 OF MARICOPA COUNTY, FOR THE OPERATION AND MAINTENANCE OF THE PALOMINO LIBRARY AT DESERT MOUNTAIN HIGH SCHOOL.

WHEREAS, Arizona Revised Statutes Sections 11-951, et seq. provide that public agencies 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 authorizes the City to enter into intergovernmental agreements with various public agencies including school districts;

WHEREAS, the City and Scottsdale Unified School District No. 48 of Maricopa ("District") executed Intergovernmental Agreement No. 2012-101-COS ("2012 IGA"), dated July 2, 2012, for the joint operation and maintenance of the Palomino Library at Desert Mountain High School;

WHEREAS, the 2012 IGA is set to expire on December 31, 2018;

WHEREAS, the City and the District believe that due to declining public attendance and minimal weekend use of the Palomino Library, it is in the best interests of the City and the District to terminate the 2012 IGA and enter into a new intergovernmental agreement (Contract No. 2018-183-COS) to wind down the joint operation and maintenance of the Palomino Library over a term of approximately one and a half years, at which time the District will take over operations; and

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

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2018-183-COS, an intergovernmental agreement between the City and the Scottsdale Unified School District No. 48 of Maricopa County, for the operation and maintenance of the Palomino Library at Desert Mountain High School until June 30, 2020, at which time the District will take over operations.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 26th day of November, 2018.


CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Kimberly Campbell, Assistant City Attorney

City Contract No. 2018-183-COS
Resolution No. 11293
District Contract No. _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF SCOTTSDALE
AND
SCOTTSDALE UNIFIED SCHOOL DISTRICT
(PALOMINO LIBRARY)

This Intergovernmental Agreement ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and Scottsdale Unified School District No. 48 of Maricopa County, Arizona, a political subdivision of the State of Arizona ("District"), referred to in this Agreement as a "Party" or the "Parties."

RECITALS

A. Arizona Revised Statutes Sections 11-951, et seq. provide that public agencies, including cities and school districts may enter into intergovernmental agreements for the provision of services or joint cooperative action.

B. Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including political subdivisions of the state and school districts.

C. The Parties entered into Agreement No. 890001 on January 23, 1990 ("Original Agreement"), pursuant to which the Parties agreed to construct, furnish, equip, staff, operate and maintain a joint library facility at a high school to be constructed by the District in the area of 124th Street and Via Linda, Scottsdale.

D. The Parties entered into an Amended and Restated Agreement No. 890001(A), on August 18, 1997 ("Restated Agreement"), and an Amendment to the Restated Agreement No. 1989-001-COS-A2 on August 21, 2007 ("Amendment to Restated Agreement").

E. Both the high school, named Desert Mountain High School ("School"), and the library facility, which was named Palomino Library ("Library"), were constructed and have been operating pursuant to the terms and conditions of the Original Agreement as amended by the Restated Agreement and the Amendment to the Restated Agreement.

F. The Parties entered into Agreement No. 2012-101-COS on July 2, 2012 ("2012 Agreement"), to identify the ongoing and future responsibilities of maintenance and operation of the Library.

G. The Parties amended the 2012 Agreement five (5) times: (i) on August 12, 2014, Contract No. 2012-101-COS-A1, to include provisions pertaining to an online learning lab ("First Amendment"), (ii) on July 1, 2017, Contract No. 2012-101-COS-A2, to modify the extension provisions and extend the 2012 Agreement through December 1, 2017 ("Second Amendment"), (iii) on December 1, 2017, Contract No. 2012-101-COS-A3, to modify the hours of operation and extend the 2012 Agreement through May 1, 2018 ("Third Amendment"), (iv) on May 1, 2017, Contract No. 2012-101-COS-A4, to extend the 2012 Agreement through October 1, 2018 ("Fourth Amendment"), and (v) on September 11, 2018, Contract No. 2012-101-COS-A5 ("Fifth Amendment") to extend the 2012 Agreement through December 31, 2018.

H. The Parties believe that due to declining public attendance and minimal weekend use of the Library it is in the best interests of the Parties to enter into this Agreement to wind down the joint operation over a term of approximately one and a half (1.5) years, at which time the District will take over operations. The Parties intend this Agreement to supersede the 2012 Agreement and all amendments thereto.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

TERMS

1.0. General.

1.1. The recitals which appear above are incorporated by this reference.

1.2 This Agreement supersedes the Original Agreement, the Restated Agreement, the Amendment to the Restated Agreement, the 2012 Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment between the Parties, and these agreements are hereby terminated and of no further force or effect.

1.3. The ongoing and future responsibilities of the Parties in respect to the maintenance and operation of the Library and winding down of its joint operation shall be as provided in this Agreement. A map and description of the Library are attached to this Agreement as Exhibits A and B.

1.4. The Library shall be open for use to District students, faculty and administrators and members of the general public, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed pursuant to authority granted in this Agreement.

1.5. The primary purpose of the Library shall be to serve the informational needs of the students, faculty and general public equally. Related secondary activities and the use of adjacent classrooms and other facilities at the School may be scheduled by the mutual agreement of the Parties from time to time pursuant to the District's Rules and Regulations for Use of District Facilities. Notwithstanding the previous sentence, Adjacent Classroom No. "0" shall be reserved solely for use by the Library for the purpose of providing programs and a designated area for teenage users of the Library. The School shall not rent Adjacent Classroom "0" or use it as a classroom or for any other purpose.

1.5.1. The District has set up Library Classroom No. 2 for use by School students during School hours.

1.5.1.1. Notwithstanding any other provision of this Agreement to the contrary, the District shall provide the following for Classroom No. 2:

1.5.1.1.1. any supplies or equipment needed for District classes using the classroom; and

1.5.1.1.2. full-time teacher supervision when Classroom No. 2 is in use during School hours. Notwithstanding Section 6.0 of this Agreement pertaining to Library staffing, the District shall be responsible for hiring the full-time teacher(s) that will supervise the students in Classroom No. 2 during School hours, and the District shall be responsible for the payment of salaries and provision of employment benefits, including workers' compensation insurance, for such teacher(s).

1.5.1.2. Notwithstanding any other provision of this Agreement to the contrary, the City has provided or shall provide the following for Classroom No. 2: furniture, including tables and chairs.

1.5.1.2. Members of the general public may use Classroom No. 2 on weekends and after 3 p.m. on School days for student study groups, tutoring, or other purposes agreed to by the Parties.

1.5.1.3. The City, at its sole expense, shall be responsible for the acquisition, maintenance, repair, replacement and upgrading of, and all payments for or related to, the furnishings the City provides for Classroom No. 2 pursuant to Subsection 1.5.1 of this Agreement, and the District, at its sole expense, shall be responsible for the acquisition, maintenance, repair, replacement and upgrading of, and all payments for or related to, the equipment and furnishings the District provides for Classroom No. 2 pursuant to Subsection 1.5.1 of this Agreement.

1.6. Standards for the operation of the Library shall be generally consistent with the standards established for the operation of other City library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, but also taking into consideration the function of the Library as a District high school library, and further subject to the provisions of this Agreement. The School may enforce District policies and its Code of Conduct for students in the Library during School hours.

1.7. The hours of operation for the Library will be as follows, with any adjustments as agreed upon in writing between the Parties' contract administrators:

1.7.1. Hours when School is in session:

Monday, Tuesday, Wednesday and Friday: 7:15 a.m. to 5:30 p.m.

Thursday: 7:15 a.m. to 7 p.m.

Saturday: closed

Sunday: 1 p.m. to 5 p.m.

- 1.7.2. Hours during School summer, intersession and holiday breaks:
Monday, Tuesday and Wednesday: 9 a.m. to 1 p.m.
Thursday: 9 a.m. to 7 p.m.
Friday: 10 a.m. to 6 p.m.
Saturday: closed
Sunday: 1 p.m. to 5 p.m.

Additional hours for the public shall be provided in accordance with use patterns and City budget capacity.

2.0 Parking.

2.1. The District shall designate, mark and maintain forty-eight (48) parking spaces east of the flagpole for the exclusive use of members of the public using the Library and Library Staff ("Library Parking Area"). The District shall include an appropriate number of handicap parking spaces in the Library Parking Area. District security personnel shall actively monitor the Library Parking Area at the beginning of each school day, during lunch periods and after school to ensure that the Library Parking Area is not being used by faculty, students, School staff or parents dropping off or picking up students. The District's Chief of Security will serve as the administrative contact for this effort. The Library Parking Area is identified in Exhibit C to this Agreement.

3.0. Furnishings.

3.1. The Parties agree that, except as provided in Subsection 1.5.1 of this Agreement, the City, at its sole expense, has provided movable furniture and appropriate Library accessory items, including but not limited to: book shelves, desks, tables, chairs and study carrels. The Parties also agree that the City paid certain other additional costs, as provided in the Original Agreement, for interior design specifications, bid documents and the placement of furnishings. The City has also provided signage for the identification of areas within the Library, including restrooms and shelf locations, and certain upgraded exterior signage relating to the Library.

3.2. The Parties acknowledge that the movable furniture and accessory items are appropriate and adequate for the Library. All of the property provided by the City as described in Subsection 3.1, some or all of which may be termed "movable fixtures," shall constitute personal property of the City and shall not be considered a part of the realty.

4.0. Equipment and Supplies.

4.1. Each of the Parties has provided the Library with the equipment and furnishings and each shall have a continuing obligation to provide such equipment, furnishings and supplies as provided in this Agreement or agreed by the Parties. The Party that is required to provide equipment may do so by either lease or purchase. To the extent other equipment is determined to be necessary and appropriate for the operation of the Library, the Parties shall confer in good faith to determine responsibility for the acquisition, maintenance and repair of the equipment. In general, equipment related to the standard operation of a branch library shall be provided by the City and equipment related to the standard operation of a high school library shall be provided by the District unless otherwise provided in this Agreement or agreed by the Parties.

4.2. The Parties agree to cooperate in using the following means of accounting for items of personal property being used in the operation of the Library: The Parties shall conduct an annual exchange of equipment, movable furniture and accessory items inventory lists

indicating the description, location and ownership of the property ("Inventory List") by July 1, 2019 and by May 31, 2020. In addition, upon the request of one Party ("Requesting Party"), the other Party ("Verifying Party") will verify an inventory or other itemization indicating the description, location and ownership of the property of the Requesting Party and being used in connection with the operation of the Library. An authorized representative of the Verifying Party, upon request, shall sign a statement confirming the accuracy of the inventory or itemization. The current inventory is attached as Exhibit D and the Parties shall attach each subsequent signed, annual Inventory List to this Agreement as Exhibit D.

4.3 In or around September 2019, the Library Director, or designee, as representative of the City, and the Superintendent, or designee, as representative of the District, shall meet to verify and discuss the Inventory List in anticipation of the expiration of this Agreement.

5.0. Automation and Telecommunication.

5.1. The Library will use the automated circulation and on-line catalog system that is presently used in the City's public libraries. Appropriate equipment and quantity of equipment shall be determined by the Library. Library users shall have access to all library materials available in the public library system. The City, at its sole expense, shall provide the computer equipment and costs of related telecommunications and computer storage equipment, except as provided in Subsection 1.5.1 of this Agreement.

6.0. Staffing.

The Parties shall be responsible for providing the following staff for the operation and maintenance of the Library:

6.1. The City shall provide appropriate public services personnel based on service levels and budget to staff the Library. Additionally, the City shall provide a courier service between the Library and other City libraries. The City shall also provide appropriate staff for processing and cataloging all Library materials.

6.2. The District shall provide:

6.2.1. Funds allocated by the District to the City to hire one (1) qualified librarian ("Librarian"). The District shall allocate to the City funds equal to eighty percent (80%) of the Librarian's City budgeted salary and benefits. The Librarian hired pursuant to this provision will have State school library certification.

6.2.2. Funds allocated by the District to the City to hire two (2) library aides. The District shall allocate to the City funds equal to eighty percent (80%) of the combined library aides' City budgeted salaries and benefits.

6.3. For FY 2019/20, the cost associated with the Librarian and library aides will be adjusted for changes based on any changes to the budgeted salaries and fringe benefits of the assigned Library staff. These adjustments will be based on the salaries and fringe benefits of those staff serving as the Librarian and the library aides as of January 31, 2019. The City shall provide preliminary cost data to the District by January 31, 2019 for budget planning purposes. Final costs shall be provided to the District prior to both parties' annual budget adoptions.

A review of staffing levels will be conducted as needed by the City's library director ("Library Director") in consultation with the District's superintendent ("Superintendent") to determine appropriate levels for the operation of the Library. The District may provide the funding to the City to hire additional staff as mutually agreed by the Parties.

6.4. Persons selected for the Library staff shall have good interpersonal skills and work well with the public, students and faculty, and shall work in accordance with the City's Values and Objectives and the District's strategic plan and customer service practices. The City shall be responsible for hiring Library staff and for the payment of salaries and provision of employment benefits, including workers' compensation insurance, for all staff at the Library.

6.5. The City agrees that prior to placing its staff, as described in Subsection 6.1. above, in the Library, the City shall require its employees to meet all City employment requirements and to be fingerprinted in accordance Arizona Revised Statutes Section 15-512, and any successor provision. In the event that the results of a background investigation conducted by or for the City on an employee indicate that he or she may have either provided false or incomplete information, or omitted information, relating to the employee's criminal history, on an employment application or related document, the employee shall be subject to investigation and disciplinary action in accordance with the City's ordinances, policies and procedures.

6.6. A Library manager shall be responsible for the overall supervision and scheduling of the Library staff, operation of the Library and training. Duties assigned to District-funded Library staff by the Library manager shall be determined in collaboration with the School Principal ("Principal").

7.0. Maintenance and Repair.

7.1. The District shall be responsible for maintaining the physical Library facility, including, but not limited to all heating, ventilation and air-conditioning equipment; plumbing; carpeting; interior and exterior paint, as applicable; built-ins; and lounge appliances. The Director of Building Services shall serve as the administrative contact for this area. The District shall also be responsible for providing custodial services on a regular, year-round basis. The Custodial Supervisor shall serve as the administrative contact for this area. The Library shall be maintained in accordance with District's maintenance standards. Any costs or expenses incurred in providing the maintenance and services described in this Subsection 7.1 shall be borne by the District.

7.2. Utility costs for electricity, water and sewer shall be the responsibility of the District. Each Party shall pay for its own telephone services.

7.3. With respect to the maintenance, repair, replacement and upgrading of computers in the Library:

7.3.1. The City shall be responsible for the maintenance and repair of all computer equipment in the Library that is owned by the City. The City shall also be responsible for the replacement of all computer equipment in the Library that is owned by the City. The District shall be responsible for the maintenance, repair and replacement of all computer equipment in the Library owned by the District.

7.3.2. Replacement and upgrading of computer hardware shall be the sole responsibility of the Party that owns it. Decisions regarding upgrades of computer equipment and software and additional software shall be made by the owner of the computer equipment.

7.4. The City shall be responsible for the maintenance, repair and replacement of other Library equipment, furniture and shelving, and any costs or expenses incurred in providing the maintenance and services described in this Subsection shall be borne by the City, except as provided in Subsections 1.5.1 and 1.5.3 of this Agreement.

7.5. At all times during the performance of this Agreement, except as otherwise expressly provided herein, the Party that owns, or is responsible for providing any particular items or equipment shall be responsible for maintaining it in serviceable, operating condition or replacing it, as necessary.

8.0. Materials Collections.

8.1. The materials collections of the Library will be broad and general in nature while recognizing the specialized needs of a high school library in respect to the homework and research needs of students.

8.2. Materials for the Library, including electronic resources, shall be selected by the Library Staff. In the event that there is disagreement over specific acquisitions, the City shall have the final selection authority over adult and juvenile materials and the District shall have final selection authority over School materials. The public library's material selection policy and request for reconsideration policy shall be followed when needed.

8.3. The City shall pay for all juvenile and adult materials acquired pursuant to this Agreement and the District shall pay for all the School materials acquired pursuant to this Agreement. The City shall be responsible for actually purchasing all such materials. The District shall reimburse the City for the materials the District is responsible for providing under this Agreement. All materials so acquired shall be the property of the Party that provided the funds for their acquisition, and such materials shall be maintained in the Library so long as this Agreement is in effect.

8.4. All materials acquired pursuant to this Section 8.0 shall be ordered and cataloged (utilizing the City library's automated system) and processed by the City. All books and materials will be accounted for in the City library acquisitions system for a period of thirty-six (36) months from the date of ordering. Materials shall be distinctively marked in such a way as to determine which Party paid for them. The District will maintain copies of invoices of District purchased items.

9.0. Ownership of Property and Materials.

Each of the Parties shall own any and all personal property it pays for pursuant to the terms of this Agreement. All such personal property shall be used in the performance of this Agreement. Upon the expiration of the term of this Agreement, or upon termination as provided in Section 14.0 below, each of the Parties shall be entitled to the exclusive possession and control of the personal property it owns and may use or dispose of its property as it sees fit.

10.0. Management, Operations and Procedures.

10.1. City personnel, under the direction and supervision of a Library manager, shall be responsible for the day-to-day operations of the Library. To the extent practicable, and subject to the terms of this Agreement, the Library shall be operated in accordance with the policies and procedures in effect in other libraries operated by the City.

10.2. The Parties shall consult on matters of mutual interest and concern. Subject to the terms of this Agreement, the Library Director, or designee, shall have the final authority to determine policy issues concerning the operation of the Library, and the Superintendent, or designee, shall have the final authority to determine policy issues concerning Library maintenance, security and premises safety. In addition, any unresolved issues pertaining to this Agreement shall be directed to the Library Director and the Superintendent, or their designees, for timely resolution.

10.3. The Library Director shall be responsible for responding to complaints of the public pertaining to the operation of the Library. The Principal shall be responsible for responding to complaints concerning student behavior. The School Director of Building Services shall be responsible for responding to complaints concerning the physical premises, and the School Chief of Security shall be responsible for responding to complaints concerning security of the premises.

10.4. In addition to the general policies of the City library system that are made applicable to the Library, the Library Director, or designee, after consulting with the Principal, may make such rules and regulations as are reasonably necessary for the safe, efficient and effective operation of the Library. The Principal shall make applicable to the students such rules and regulations as are deemed reasonably necessary to ensure that students use the Library in an appropriate manner.

11.0. Budget and Finance.

11.1. The Library Director, or designee, as representative of the City, and the Superintendent, or designee, shall meet at least annually no later than July 1st to discuss any matters pertaining to the contract, including but not limited to budget forecasts and actual costs, staffing levels and other requirements for the Library and recommend any actions necessary to ensure that this Agreement is performed according to its terms.

11.2. Payments to the City not made by the District within thirty (30) days of the due date will be considered past due and further action may be taken by the City to recover operating expenses.

11.3. In the event that any portion of the funds provided by the District for any fiscal year is unexpended, the unexpended portion shall be credited against the District's budgetary obligation for the next fiscal year.

11.4. The City of Scottsdale financial accounting system will be used to maintain an accounting of expenditures relating to the Library. The City will provide the District with an accounting of the expenditures of funds received from the District for books and other materials on at least an annual basis.

11.5. The District reserves the right to audit the accounts relating to the Library and the purchases made to support its operation.

12.0. Purchasing and Acquisition.

All property required to be provided by the Parties to this Agreement shall be purchased or otherwise acquired in accordance with applicable legal requirements of the State of Arizona, the District or the City, and the federal government. Public competitive bidding shall be used as

required by law, and it shall be the responsibility of the acquiring Party to ensure that there is compliance with such laws.

13.0. Term.

13.1. The effective date of this Agreement shall be as first written above.

13.2. The term of this Agreement shall begin on the effective date and expire on June 30, 2020, unless sooner terminated in accordance with its provisions. Upon expiration, it is anticipated that the District will take over operations of the library.

14.0. Termination.

14.1. This Agreement may be terminated by either Party for cause, effective forty-five (45) days after giving the other Party written notice of the default or breach, if the default or breach is not cured within the forty-five (45) day period. This Agreement may also be terminated by either Party for any reason, or no reason, upon giving at least ninety (90) days' written notice to the other Party.

14.2 Pursuant to A.R.S. § 38-511, each Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the other Party is at any time while the Agreement is in effect, an employee of the other Party in any capacity, or a consultant to the other Party with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice is received by the other Party to the Agreement, unless the notice specifies a later time.

14.3 This subsection shall control notwithstanding any provision of this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement, by notice to the District. The City agrees to use its best efforts to give notice of such a termination to the District at least thirty (30) days prior to the end of City's then-current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by City. No person will be entitled to any compensation, damages or other remedy from the City if this Agreement is terminated pursuant to the terms of this subsection.

15.0. Insurance.

15.1. While this Agreement is in effect, each Party shall secure and maintain statutory workers' compensation insurance and such public liability insurance set forth below as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the Party, its employees or agents.

15.2. The District must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

15.3 The District must endorse its Commercial General Liability insurance to cover claims, allegations, damages or losses related to, arising from our out of, or resulting from any actions, acts, errors, mistakes or omissions involving sexual and/or physical molestation, abuse or misconduct which might arise from the District's operation at or from the Premises, or which might arise from anyone for whose acts, mistakes, errors and omissions the District is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

15.4. The District must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of District's employees and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

15.5. The District shall secure and maintain property insurance coverage protecting the Library structure and the District's personal property in the Library against all risk of physical damage loss for their full replacement cost. The City shall obtain similar coverage for the personal property it maintains in the Library. The District and the City hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective Parties.

15.6. The City's responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and the general operation of the interior of the Library.

15.7. The District's responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and for all of the exterior areas of the Library facility.

16.0. Hold Harmless and Indemnification.

16.1. To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the District, and its officers, employees, agents and invitees, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature (including without limitation reasonable attorneys' fees), for damages to property or injuries to or death of any person or persons, including employees, agents or invitees of the District, and including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the City, or its employees or agents.

16.2. To the fullest extent permitted by law, the District shall defend, indemnify and hold harmless the City, and its officers, employees, agents and invitees, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature (including without limitation reasonable attorneys' fees), for damages to property or injuries to or death of any person or persons, including employees, agents or invitees of the City, and including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the District, or its employees or agents.

17.0 Verification Regarding Compliance with Arizona Revised Statutes § 23-214 and Federal Immigration Laws and Regulations.

17.1. Each party to this Agreement shall comply with A.R.S. §§ 41-4401 and 23-214(A).

17.2. Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).

17.3. Failure by either party to this Agreement to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

18.0 Compliance with A.R.S. § 35-393 (Israel Boycott).

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.

19.0. Notice.

Whenever a notice is either required or permitted to be given under this Agreement, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other Party at the address indicated below, or at such other address as may be designated by a Party:

If to the City:

Library Director
3839 N. Drinkwater Blvd.
Scottsdale, AZ 85251

If to the District:

Superintendent
Scottsdale Unified School District
3811 N. 44th Street
Phoenix, Arizona 85018

20.0. Revenue.

The City shall have the right to all fines and fees paid for overdue books. Except as otherwise may be agreed by the Parties, the Party owning or leasing any particular coin-operated or pay-per-use equipment or machine shall be entitled to any revenue attributable to the equipment or machine.

21.0. Employees.

Nothing in this Agreement or its performance, except as provided in A.R.S. § 23-1022(D), shall be construed to result in any person being the officer, agent, employee, or servant of either Party when such person, absent this Agreement and the performance thereof, would not in law have such status. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

22.0. Integration.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation, regarding the subject matter of this Agreement.

23.0. Amendments.

This Agreement may be modified only by a written agreement signed by the Parties.

24.0. Controlling Terms.

The terms of this Agreement shall control over the terms of the Master Intergovernmental Agreement between the Parties, dated April 30, 2001, to the extent they are in conflict.

25.0. Non-assignability.

This Agreement is not assignable by either Party.

26.0. No third-party beneficiaries.

No person or entity shall be a third-party beneficiary to this Agreement.

27.0. Severability.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to the City that any provisions of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Agreement, and the City and District shall, within ten (10) calendar days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Agreement immediately.

28.0. Paragraph headings.

The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

29.0. Governing Law.

This Agreement shall be construed and interpreted under the laws of the State of Arizona.

30.0. Exhibits.

All exhibits which have been referred to and attached to this Agreement are incorporated by this reference, as if fully set forth.

31.0. Contract Administrators.

Unless otherwise specified by this Agreement, the contract administrators for this Agreement shall be the City's Library Director for the City and the District's Superintendent for the District.

32.0. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names as of the day and date first written above.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

Carolyn Jagger
City Clerk

W.J. "Jim" Lane
Mayor

Pursuant to Arizona Revised Statutes Section 11-952, I have reviewed the foregoing Agreement and have determined that it is in the proper form and that it is within the powers and authority granted to the City under the laws of this State.



Bruce Washburn, City Attorney

By: Kimberly Campbell, Assistant City Attorney

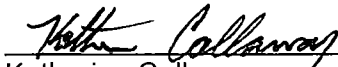
REVIEWED BY:



Kira Peters

Library Director

REVIEWED BY:



Katherine Callaway

Risk Management Director

SCOTTSDALE UNIFIED SCHOOL
DISTRICT NO. 48 OF MARICOPA
COUNTY, ARIZONA, a political
subdivision of the State of Arizona

By: _____

Its: _____

Pursuant to Arizona Revised Statutes Section 11-952, I have reviewed the foregoing Agreement and have determined that it is in the proper form and that it is within the powers and authority granted to the District under the laws of this State.

Michelle Marshall, Attorney for the District

EXHIBIT A
DRAWING OF PALOMINO LIBRARY FACILITIES

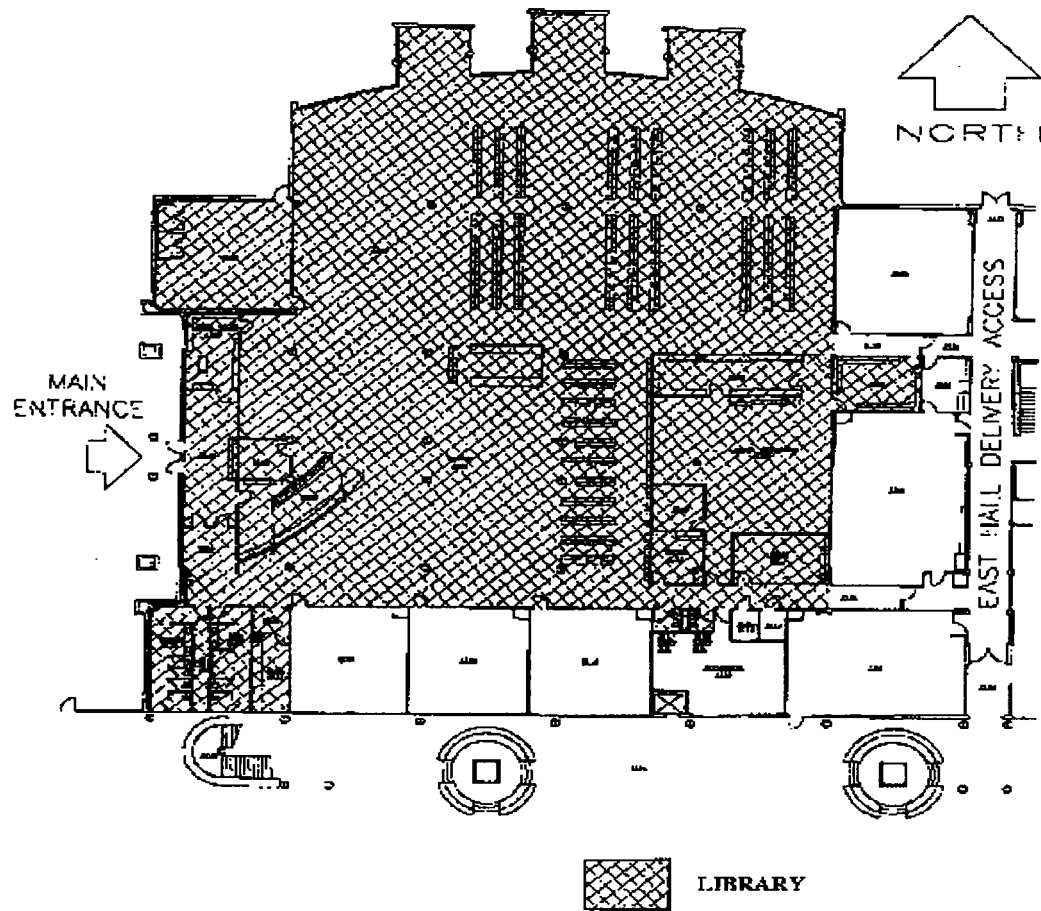


EXHIBIT B
DESCRIPTION OF PALOMINO LIBRARY FACILITIES

All of the following comprise the Palomino Library and, unless otherwise expressly stated, were provided by the District:

- a. A Library of approximately 18,000 square feet, with a single main entrance for public, School faculty and student use.
- b. Seating areas for approximately 200 users, accommodating a combination of study tables, carrels and lounges, suitable for use by adults, young adults and children (provided and paid for by City).
- c. Small staff lounge, work area and offices.
- d. Restrooms for staff and public use, located within the Library to allow public and staff access during all hours of operation.
- e. Drinking fountains.
- f. Appropriate paint, flooring, carpeting and wall coverings for all areas described in this Exhibit B.
- g. A stand-alone intrusion alarm system, or an intrusion alarm system that is otherwise capable of protecting the Library area during hours of non-operation.
- h. Connections from the Library to the local cable television provider.
- i. An area of the Library to be used for the sale of used books and magazines and selected gift items by Library volunteers. Proceeds from these sales will go to the Special Revenue Account (maintained by the City for all of the City library facilities), and will be used to support the volunteer program and enhance basic library programs and services.

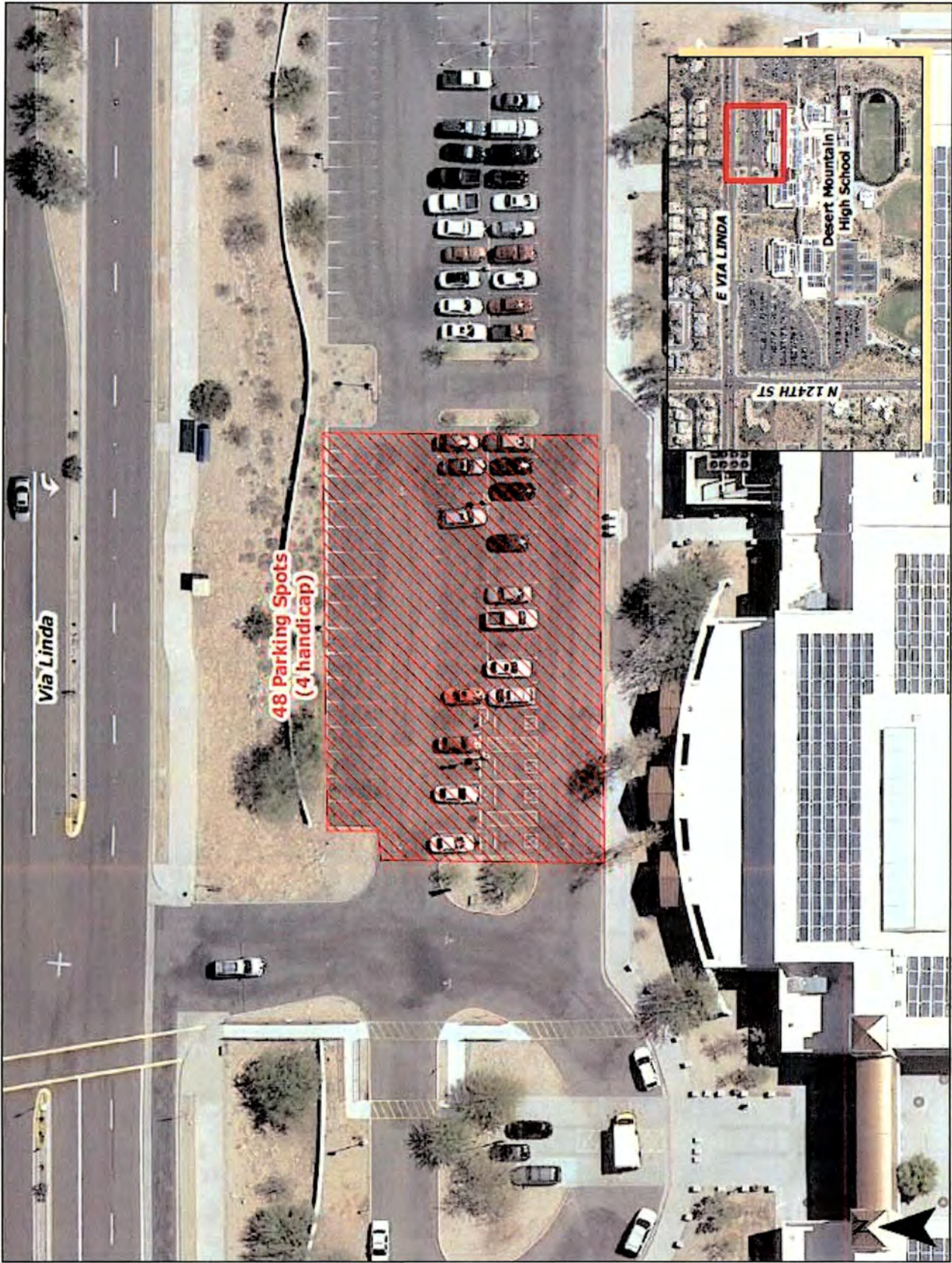


EXHIBIT C
MAP OF "LIBRARY PARKING AREA"

Designated parking spaces for the exclusive use by members of the public and library staff.

EXHIBIT D
INVENTORY LIST

[2018 inventory attached; see following pages for subsequent annual inventory list(s) (to be attached subsequent to execution).]

Palomino Library Furniture/Equipment Inventory - District Ownership (2018)							
Tag No.	Description	Serial Number	Make	Cost (\$)	Inservice Date	PO Number	Notes
201962	MACBOOK	W88177180PO	APPLE	1068.46	5/12/2008	80007781	PALOMINO LIBRARY
201963	MACBOOK	W88178SU0PO	APPLE	1068.46	5/12/2008	80007781	PALOMINO LIBRARY
202067	COMPUTER LAPTOP	W8816GQW0PO	MAC	1047.07	5/12/2008	80007781	PALOMINO LIBRARY
202069	COMPUTER LAPTOP	W8816GZZ0PO	MAC	1047.07	5/12/2008	80007781	PALOMINO LIBRARY
202070	COMPUTER LAPTOP	W8816GYH0PO	MAC	1047.07	5/12/2008	80007781	PALOMINO LIBRARY
202071	COMPUTER LAPTOP	W8816GZN0PO	MAC	1047.07	5/12/2008	80007781	PALOMINO LIBRARY
213506	PROCURVE SWITCH	CN814ZQ0UB	HP 2610	1844.9	10/15/2008	901113	LAB
213507	PROCURVE SWITCH	CN822ZQ0RF	HP 2610	2723.4	7/16/2008	900613	LAB
213508	PROCURVE SWITCH 48A	CN814ZQ0YH	HP 2610	4454.16	1/27/2010	1002826	
213509	PROCURVE SWITCH	SG16SJ0WP	HP 2824	2382.95	10/15/2008	900918	
IT17181527	14IN ELITEBOOK	5CG705055GY	HP 840 G4	1034.3	7/15/2017	1802932	CHRISTINA HICKS 010818
IT17181527	docking station			106.3	7/15/2017	1802932	

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Public Area

Brief Description of Item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Door Counter	Lobby	1 pair	n/a	Info Technology
Perforated metal display rack	Lobby	2	20 yrs	Condition: new; Delivered 3/15/16; OPTO standing wall unit x2,
Slip mat (long)	Lobby	1	10 yrs	Condition: worn; heavy-use
Slip mats (short)	Lobby	2	10 yrs	Condition: new; heavy-use
3M security gate	Circ Desk	1	n/a	3 panels; Condition: worn; Info Technology
Chair (office)	Circ Desk	1	10 yrs	New
Chair (office)	Circ Desk	1	10 yrs	Condition: ok
Chair (stool)	Circ Desk	1	10 yrs	Condition: ok, heavy-use
Depressable book return bin	Circ Desk	1	10 yrs	Condition: worn, heavy-use
Filing cabinet (metal, 3-drawer, 26x14x19)	Circ Desk	3	20 yrs	Condition: worn; heavy-use
"Returns" sign	Circ Desk	1	30 yrs	Condition: ok
Shredder	Circ Desk	1	5 yrs	Condition: ok
Self check machines	Circ Desk	2	n/a	Info Technology
Upright display shelves on casters	Circ Desk	3	20 yrs	Condition: good
Wooden easel	Circ Desk	1	5 yrs	Condition: ok
Note: Bookshelves/Media Shelves (listed as parts)				
Atlas table (wood, 43x31x27)	Atrium (DVDs)	1	20 yrs	Condition: worn
Bookcase (small, white, 58x31x15)	Atrium (Most wanted)	1	10 yrs	Condition: worn
Bookcase (wood, 60x20x11)	Atrium (New Audiobook)	1	20 yrs	Condition: ok
Bookends (metal)	Atrium (Various)	1826	20 yrs	Condition: varying
Shelf (DVD, metal, 35x11)	Atrium (DVDs)	36	30 yrs	Condition: slightly worn
Shelf (metal, 36x12)	Atrium (Various)	2153	30 yrs	Condition: varying
Shelf (octagon, wood, 29x29x29, 16 shelves)	Atrium (New Items)	2	20 yrs	Condition: ok
Shelf (triangle, wood, 42x54x40)	Atrium (DVDs)	2	20 yrs	Condition: ok
Shelf (wood, shelf length 34 ea., 60x37x9)	Atrium (Juvenile wall)	56	20 yrs	Condition: good
Bookshelf (wood, easy reader 36x105x25)	Atrium (Juvenile)	1	20 yrs	Condition: ok
Cake display (large)	Atrium (Most wanted)	1	20 yrs	Condition: slightly worn
Cake display (small)	Atrium (Juvenile, Teen)	3	20 yrs	Condition: slightly worn
CD/audiobook display unit (metal, 48 shelves, 36x10x2)	Atrium (Adult Reading Area)	1	20 yrs	Condition: new; Delivered 12/24/14; A-Frame starter unit x1 (54h), A-frame adder unit x1 (54h), browser shelf x40, flat shelf (9") x8, casters x4
Chair (black, Anytime)	Atrium (Various)	50	10 yrs	Delivered 9/8/2016; Condition: new; heavy-use
Chair (café stools)	Atrium (Teen)	8	10 yrs	Condition: ok; heavy-use
Chair (gray, Anytime)	Atrium (Various)	50	10 yrs	Delivered 9/8/2016; Condition: new; heavy-use
Chair (gray, plastic, metal legs)	Atrium (Study Tables)	20	10 yrs	Condition: ok

16386412v3

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Public Area

Brief Description of Item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Chair (small, black plastic)	Atrium (Juvenile)	40	10 yrs	Condition: ok; heavy-use
Chair (teen, print upholstered)	Atrium (Teen)	4	7 yrs	Condition: slightly worn; heavy-use
Chair (upholstered)	Atrium (Various)	20	7 yrs	Condition: ok; heavy-use
Chair (wood)	Atrium (Public PCs)	18	20 yrs	Condition: worn; heavy-use
Convex security mirror (small)	Atrium (Various)	3	30 yrs	Condition: ok
Culture pass display stand	Atrium (Public Printers)	1	20 yrs	Condition: ok
Cylinder (wood, medium)	Atrium (Various)	1	10 yrs	Condition: worn
Cylinder (wood, small)	Atrium (Various)	12	10 yrs	Condition: worn
Dictionary pedestal (wood)	Atrium (Previously info)	1	20 yrs	Condition: slightly worn
Flyer rack (black, metal)	Atrium (Teen)	1	10 yrs	Condition: worn
Juvenile carpets	Atrium (Juvenile)	2	10 yrs	Condition: ok
Loveseat (upholstered)	Atrium (Juvenile)	1	7 yrs	Condition: ok; heavy-use
Metal desk (30x40x24)	Atrium (Catalog)	1	20 yrs	Condition: ok
Neon Closed sign	Atrium (Juvenile)	1	5 yrs	Condition: worn, heavy-use
"No Talking" signs	Atrium (Quiet Area)	2	30 yrs	Condition: ok
Ottoman (large, round, gray)	Atrium (Teen)	2	7 yrs	Condition: slightly worn; heavy-use
Ottoman (small, square, gray)	Atrium (Teen)	1	7 yrs	Condition: slightly worn; heavy-use
Partition (gray, 48x39)	Atrium (Previously Info)	5	20 yrs	Condition: worn
Partition (gray, 24x39)	Atrium (Previously Info)	1	20 yrs	Condition: worn
PC carrels (large, 38x66x31)	Atrium (Public PCs)	8	20 yrs	Condition: worn
PC carrels (medium, 39x53x32)	Atrium (Public PCs)	10	20 yrs	Condition: worn
PC carrels (mini, 39x42x25)	Atrium (Quiet Area)	2	20 yrs	Condition: worn
PC carrels (patterned, 39x35x31)	Atrium (Quiet Area)	8	20 yrs	Condition: worn
PC carrels (small, 40x41x27)	Atrium (Adult Reading Area)	10	20 yrs	Condition: worn
Play structures (wood)	Atrium (Juvenile)	3	10 yrs	Condition: worn
Print station cabinets (wood, 42x51x33)	Atrium (Public Printers)	2	20 yrs	Condition: ok
Rope pull	Atrium (Circ Desk, Staff Area)	2	5 yrs	Condition: ok
Sofa (teen, gray, curved)	Atrium (Teen)	2	7 yrs	Condition: slightly worn; heavy-use
"Staff Only" sign	Atrium (Staff Area)	1	30 yrs	Condition: ok
Table (café, round, 41x30)	Atrium (Teen)	2	10 yrs	Condition: ok; heavy-use
Table (study, white w/ dividers, 29x48x30)	Atrium (Various)	16	10 yrs	Condition: new; heavy-use; 1/2 delivered 12/24/14, 1/2 delivered 3/15/16; Desk fence (48x14) x8, Desk fence (30x14) x8, Interchange table (30x48); Desk fencing platinum x16
Table (white, small, 29x60x24)	Atrium (Various)	2	10 yrs	Condition: worn

16386412v3

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Public Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Table (small, round, 29x48)	Atrium (Various)	9	10 yrs	Condition: slightly worn; heavy-use
Table (white, long, metal, 29x78x23)	Atrium (Quiet Area)	6	20 yrs	; heavy-use
Table (white, small, metal, 29x30x23)	Atrium (Quiet Area)	4	20 yrs	Condition: worn
Table (wood, 29x71x25)	Atrium (Juvenile)	1	20 yrs	Condition: ok
Table (wood, display, 30x36x36)	Atrium (Circ Desk)	1	20 yrs	Condition: good
Table (wood, display, 36x48x36)	Atrium (Circ Desk)	2	20 yrs	Condition: good
3D Rectangle (wood, 42x55x41)	Atrium (Quiet Area)	1	10 yrs	Condition: worn
Toy cabinet (wood)	Atrium (Juvenile)	1	20 yrs	Condition: worn
Wall flyer rack (plastic)	Atrium (Soda Machine)	1	10 yrs	Condition: ok
Wall magazine rack (plastic)	Atrium (Juvenile)	1	10 yrs	Condition: ok
Wooden panels (DVD, 49x41x2)	Atrium (Various)	6	20 yrs	Condition: ok
Wooden panels (large, 84x23x2)	Atrium (Various)	26	20 yrs	Condition: ok
Wooden panels (large slim, 90x15x2)	Atrium (Various)	4	20 yrs	Condition: ok
Wooden panels (medium, 91x28x2)	Atrium (Various)	10	20 yrs	Condition: ok
Wooden panels (small, 61x24x1)	Atrium (Various)	12	20 yrs	Condition: ok
Work surface (laminate, 1x48x15)	Atrium (Previously Info)	5	20 yrs	Condition: ok
Work surface (laminate, 1x18x15)	Atrium (Previously Info)	1	20 yrs	Condition: ok
Bookshelves/Media shelves (same as above, total unit)				
49x111x41 (14 individ bookcases)	Atrium (DVDs)	1	As above	As above
36x106x25	Atrium (Easy Readers)	1	"	"
85x292x24	Atrium (Fiction/Non Fiction)	10	"	"
91x396x15	Atrium (Fic 37/Romance)	1	"	"
60x291.5x24	Atrium (Juvenile)	6	"	"
60x518x24	Atrium (Juvenile wall)	1	"	"
49x147x27	Atrium (New)	1	"	"
61x111x36	Atrium (Nonfic Audiobk)	1	"	"
49x111x27	Atrium (Manga)	1	"	"
48x147x27	Atrium (Picture Book)	3	"	"
91x542x15	Atrium (Teen)	1	"	"
Cabinets (large, metal, 68x36x20)	MUR	2	30 yrs	Condition: good
Cabinets (large, metal, 65x36x20)	MUR	1	30 yrs	Condition: good
Disco ball w/ spotlights	MUR	1	10 yrs	Condition: ok
Easel (metal)	MUR	1	5 yrs	Condition: ok
Projector	MUR	1	n/a	Info Technology

16386412v3

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Public Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Screen	MUR	1	10 yrs	Condition: ok
Table (black, collapsible, 4'x6'x3')	MUR	8	10 yrs	Condition: slightly worn
Table (white, small, metal, 29x30x23)	MUR	1	10 yrs	Condition: worn
Vacuum cleaner	MUR	1	7 yrs	Condition: new; Purchased 7/27/16; Royal lightweight commercial vacuum
Whiteboard (large, 47x73)	MUR	1	10 yrs	Condition: worn
Book cart (wood, large)	Lib Shop	1	10 yrs	Condition: worn
Box (wood)	Lib Shop	2	10 yrs	Condition: worn
Chair (stool)	Lib Shop	1	10 yrs	Condition: ok
Desk (36x73x30)	Lib Shop	1	20 yrs	Condition: ok
Honor Box (metal)	Lib Shop	1	20 yrs	Condition: ok
Nightstand (wood)	Lib Shop	1	10 yrs	Condition: ok
Shelf (glass, 24x11)	Lib Shop	4	20 yrs	Condition: ok
Shelf (glass, 29x11)	Lib Shop	21	20 yrs	Condition: ok
Shelf (wood, 11x26)	Lib Shop	3	20 yrs	Condition: ok
Shelf (wood, 11x31)	Lib Shop	15	20 yrs	Condition: ok
Book carts (metal, large)	Workroom	2	10 yrs	Condition: worn
Book carts (metal, long)	Workroom	11	10 yrs	Condition: worn
Book carts (metal, mini)	Workroom	2	10 yrs	Condition: worn
Book carts (metal, small)	Workroom	14	10 yrs	Condition: worn
Book carts (wood, large)	Workroom	1	10 yrs	Condition: worn
Flat cart (metal)	Workroom	2	10 yrs	Condition: worn
Book drops (metal)	Exterior	5	20 yrs	Condition: worn; heavy-use
Safety cones (large)	Exterior	8	1-3 yrs	Condition: ok; heavy-use
Traffic drums with rubber base (plastic)	Exterior	3	5-7 yrs	Condition: ok; heavy-use
Chair (café stools)	Classroom (Rm 0)	6	10 yrs	Condition: ok; heavy-use
Chair (old)	Classroom (Rm 2)	38	10 yrs	Condition: very worn; heavy-use
Chair (old, curve)	Classroom (Rm 1)	33	10 yrs	Condition: worn; heavy-use
Chair (stool, barbershop)	Classroom (Rm 0)	4	20 yrs	Condition: slightly worn; heavy-use
Chair (stool, blue)	Classroom (Rm 0)	4	10 yrs	Condition: ok; heavy-use
Chair (teen, leather)	Classroom (Rm 0)	4	7 yrs	Condition: slightly worn; heavy-use

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Public Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Convex security mirrors (large)	Classroom (All)	3	30 yrs	Condition: new
Cork board (large, 97x51)	Classroom (All)	3	10 yrs	Condition: ok
Metal desk (29x48x30)	Classroom (Rm 2)	1	20 yrs	Condition: ok
Playstation 2 (Rock Band instrument set, Guitar Hero instrument set, 1 controller, 20 games)	Classroom (Rm 0)	1 set	5 yrs	
Projector	Classroom (All)	3	n/a	Info Technology
Screen	Classroom (All)	3	10 yrs	Condition: ok
Sofa (corner, polka dot)	Classroom (Rm 0)	1	7 yrs	Condition: slightly worn; heavy-use
Table (29x60x30)	Classroom (Rm 2)	18	20 yrs	Condition: slightly worn; heavy-use
Table (café, round, 41x30)	Classroom (Rm 0)	3	10 yrs	Condition: ok; heavy-use
Table (café, rectangular, 29x42x24)	Classroom (Rm 0)	4	10 yrs	Condition: slightly worn; heavy-use
Table (long, 29x78x23)	Classroom (Rm 1)	6	20 yrs	Condition: worn; heavy-use
Table (small, metal, 29x30x23)	Classroom (Rm 1)	1	20 yrs	Condition: worn; heavy-use
Table (tilting on casters, 29x72x24)	Classroom (Rm 0)	2	20 yrs	Condition: worn; heavy-use
Television	Classroom (Rm 0)	1	10 yrs	
Television stand/cabinet on casters (metal)	Classroom (Rm 0)	1	20 yrs	Condition: ok; durable
Video game console	Classroom (Rm 0)	1	5 yrs	
WiiU (game pad, 2 games)	Classroom (Rm 0)	1 set	5 yrs	
Wii (3 controllers and nunchucks, 4 steering wheel adaptors, 11 games)	Classroom (Rm 0)	1 set	5 yrs	
Window blinds	Classroom (All)	3 sets	10 yrs	Condition: varying
XBOX 360	Classroom (Rm 0)	1 set	5 yrs	

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Staff Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Cooler (Coleman brand)	Mailboxes	1	5 yrs	Condition: worn
Cork board (large, 48x72)	Mailboxes	1	10 yrs	Condition: ok
Memo board (cloth, 16x54)	Mailboxes	1	10 yrs	Condition: ok
Mailboxes (wood, 25x39x14)	Mailboxes	1	20 yrs	Condition: ok
Table (wood, laminate top, 36x72x24)	Mailboxes	1	10 yrs	Condition: ok
Thumbtack memo panel (36x48)	Mailboxes	1	10 yrs	Condition: ok
Work surface (laminate, 36x54x24)	Mailboxes	1	20 yrs	Condition: ok
Bookshelf (wood)	Offices	1	20 yrs	Condition: ok
Chair (fabric, wood)	Offices	4	7 yrs	Condition: worn, heavy-use
Chair (fabric)	Offices	1	7 yrs	Condition: worn, heavy-use
Chair (office)	Offices	10	7 yrs	Condition: ok, heavy-use
Chair (office)	Offices	1	7 yrs	Condition: new
Cork board	Offices	1	10 yrs	Condition: ok
Cylinder (wood)	Offices	2	10 yrs	Condition: worn
Filing cabinet (metal, 3-drawer, 26x14x19)	Offices	14	20 yrs	Condition: worn, heavy-use
Filing cabinet (metal, 2-drawer, 26x14x19)	Offices	4	20 yrs	Condition: worn, heavy-use
Filing cabinet (metal, large, 5-drawer, 30x65x18)	Offices	2	20 yrs	Condition: ok
Flipper cabinet (48x13x12)	Offices	4	20 yrs	Condition: ok, heavy-use
Flipper cabinet (59x13x12)	Offices	2	20 yrs	Condition: ok, heavy-use
Lamp, hydra	Offices	1	10 yrs	Condition: ok
Thumbtack memo panel (42x16)		1	10 yrs	Condition: ok
Thumbtack memo panel (48x16)	Offices	4	10 yrs	Condition: ok
Wall trays	Offices	20	10 yrs	Condition: ok
Work surface (laminate, 30x42x29)	Offices	3	20 yrs	Condition: ok
Work surface (laminate, 30x60x29)	Offices	2	20 yrs	Condition: ok

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Staff Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Work surface, (laminate, 30x72x29)	Offices	3	20 yrs	Condition: ok
Work surface, (laminate, 30x96x29)	Offices	2	20 yrs	Condition: ok
Cork board (?x?)	Staff cubs	1	10 yrs	Condition: ok
Cork board (?x?)	Staff cubs	1	10 yrs	Condition: ok
Flipper cabinet (15x66x12)	Staff cubs	6	20 yrs	Condition: ok, heavy-use
Work surface (laminate, 36x24)	Staff cubs	6	20 yrs	Condition: ok, heavy-use
Work surface (laminate, 30x54x24)	Staff cubs	6	20 yrs	Condition: ok, heavy-use
Cabinet (metal, doors x 2, 30x27x19)	Supplies	2	30 yrs	Condition: ok
Cabinet (metal, doors + 2-drawer, 36x52x20)	Supplies	4	30 yrs	Condition: ok
Cabinet (metal, 4-drawer, 30x50x18)	Supplies	1	30 yrs	Condition: ok
Coin counter	Call Center	1	10 yrs	Condition: ok
Convex mirror	Call Center	1	30 yrs	Condition: ok
Cylinder (wood)	Call Center	1	10 yrs	Condition: worn
Flipper cabinet (14x27x20)	Call Center	2	20 yrs	Condition: ok
Safe (25x40x22)	Call Center	1	20 yrs	Condition: ok
Shredder	Call Center	1	5 yrs	Condition: ok
Thumbtack memo panel (16x48)	Call Center	2	10 yrs	Condition: ok
Windowed door (67x33)	Call Center	1	20 yrs	Condition: ok
Work surface (laminate, 30x48x24)	Call Center	2	20 yrs	Condition: ok, heavy-use
Work surface (laminate, 30x48x45)	Call Center	1	20 yrs	Condition: ok, heavy-use
Corkboard (DMHS, 48x36)	Workroom	1	10 yrs	Condition: ok
Cubicle wall panel (12x67)	Workroom	5	20 yrs	Condition: ok
Cubicle wall panel (18x67)	Workroom	6	20 yrs	Condition: ok
Cubicle wall panel (24x67)	Workroom	1	20 yrs	Condition: ok
Cubicle wall panel (30x67)	Workroom	9	20 yrs	Condition: ok

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Staff Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Cubicle wall panel (36x67)	Workroom	2	20 yrs	Condition: ok
Cubicle wall panel (49x67)	Workroom	9	20 yrs	Condition: ok
Cubicle wall panel (60x67)	Workroom	3	20 yrs	Condition: ok
Emergency evacuation plaque	Workroom	1	10 yrs	Condition: new
Evacuation tent sign	Workroom	2	7 yrs	Condition: good
Filing cabinet (metal, 5-drawer, 30x65x20)	Workroom	1	20 yrs	Condition: ok
Floor mat	Workroom	1	5 yrs	Condition: worn
Shelf (metal, 36x12)	Workroom	55	30 yrs	Condition: ok
Table (collapsible, 29x60x18)	Workroom	1	20 yrs	Condition: ok
Table (laminated, 30x60x24)	Workroom	1	20 yrs	Condition: ok
Wall mirror	Workroom	1	10 yrs	Condition: ok
Wood end pieces (84x13)	Workroom	6	20 yrs	Condition: ok
Cabinet (metal, 3-drawer, 39x36x20)	Island	4	30 yrs	Condition: ok
Cabinet (metal, 4-drawer, 52x25x20)	Island	2	30 yrs	Condition: ok
Ellison letter machine	Island	1	10 yrs	Condition: ok
Laminating machine	Island	1	5 yrs	Condition: ok
Paper cutter (27x19)	Island	1	5 yrs	Condition: good
Work surface (54x48)	Island	2	10 yrs	Condition: ok, heavy-use
Cartridge labeler	News	1	5 yrs	Condition: ok
Corkboard (48x36)	News	1	10 yrs	Condition: ok
Filing cabinet (black, 2-drawer, 15x27x18)	News	1	20 yrs	Condition: worn
Labelmaker	News	1	5 yrs	Condition: ok
Shelf (metal, 36x12)	News	1	30 yrs	Condition: ok

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Staff Area

Brief Description of item	Location in Branch	Library		Miscellaneous Notes
		Quantity	Estimated Life Span	
Air purifier	Tin Room	2	5 yrs	Condition: ok
Bookshelf (metal, 5-shelves, 84x37x25)	Tin Room	11	30 yrs	Condition: ok
Bookshelf (metal, 4-shelves, 84x48x25)	Tin Room	6	30 yrs	Condition: ok
Boombox (small)	Tin Room	3	5 yrs	Condition: old
Chair (café stool)	Tin Room	1	10 yrs	Condition: chipped
Dry erase sign	Tin Room	2	5 yrs	Condition: worn
Easel (wood)	Tin Room	1	5 yrs	Condition: ok
Guitar (acoustic)	Tin Room	1	10 yrs	Condition: ok
Hazardous materials safe	Tin Room	1	20 yrs	Condition: ok
Key box (metal)	Tin Room	1	20 yrs	Condition: ok
Keyboard	Tin Room	1	5 yrs	Condition: ok
Locker (metal, 76x48x15)	Tin Room	8	30 yrs	Condition: worn
Locker (metal, 76x72x15)	Tin Room	12	30 yrs	Condition: worn
Media cabinet (metal, wheeled, 36x46x18)	Tin Room	1	20 yrs	Condition: ok
Overhead projector	Tin Room	1	5 yrs	Condition: worn
Speaker/amps	Tin Room	2	5 yrs	Condition: ok
Sweeper	Tin Room	1	7 yrs	Condition: worn
Typewriter	Tin Room	1	5 yrs	Condition: worn
Upright fan	Tin Room	1	7 yrs	Condition: ok
Footstools (also out in public area)	All	13	10 yrs	Condition: worn, heavy-use
Wall clock	All	3	10 yrs	Condition: ok
Chair	Lounge	5	7 yrs	Condition: worn, heavy-use
Chair (upholstered, 32x32x30)	Lounge	1	7 yrs	Condition: worn, heavy-use
Coffeemaker (Keurig)	Lounge	1	5 yrs	Condition: good
Fridge	Lounge	1	10 yrs	Condition: ok, heavy-use
Microwave	Lounge	1	10 yrs	Condition: worn, heavy-use
Office chair (upholstered)	Lounge	1	7 yrs	Condition: worn, heavy-use

Palomino Library Furniture/Equipment Inventory - City Ownership (2018)
Staff Area

Brief Description of item	Location in Branch	Quantity	Library Estimated Life Span	Miscellaneous Notes
Shelves (wood 29x62x23)	Lounge	1	10 yrs	Conditon: ok
Sofa (upholstered, 32x80x30)	Lounge	1	7 yrs	Conditon: worn, heavy-use
Table (round, laminate, 28hx42d)	Lounge	2	10 yrs	Conditon: ok, heavy-use
Toaster oven	Lounge	1	5 yrs	Conditon: ok
Umbrella stand	Lounge	1	10 yrs	Conditon: good
Bookcarts	Storage	13	20 yrs	Condition: worn, heavy-use
Desk (metal, 29x72x26)	Storage	1	20 yrs	Condition: worn
Desk (metal with drawers, 29x72x29)	Storage	1	20 yrs	Condition: worn
Hand dolly	Storage	1	10 yrs	Condition: ok
Safety cones	Storage	4	1-3 yrs	Condition: worn
Table (café)	Storage	1	10 yrs	Condition: worn/unsteady