

# CITY COUNCIL REPORT



Meeting Date: July 1, 2021  
 General Plan Element: *Public Services & Facilities*  
 General Plan Goal: *Provide services to improve neighborhoods and the lives of Scottsdale residents*

## **ACTION**

**Accept Library Materials from Maricopa County Library District Library Assistance Program for FY2021/22.** Adopt Resolution No. 12192 authorizing acceptance of new library materials valued up to \$531,947 from the Maricopa County Library District's Library Assistance Program for fiscal year 2021/22, as stipulated in Contract No. 2018-051-COS.

## **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 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 approved and directed the Mayor to execute Intergovernmental Agreement between MCLD and the City for LAP, Contract No. 2018-051-COS (IGA), 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. This agreement took effect July 1, 2018 and will continue for a period of five years.

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 \$489,459 in LAP funding in Fiscal Year 2020/21, 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**

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The LAP allocation is based on 40 percent assessed valuation and 60 percent gross non-resident cards issued. Calculations are based on the February 2021 State Abstract of the Assessment Roll and the latest completed calendar year's (2020) non-resident gross cards issued report. As reflected in the MCLD's allocation chart (Attachment 3), the MCLD's tax is calculated on the assessed limited property (primary) values.

For Fiscal Year 2021/22, a total of \$531,947 will be allocated to Scottsdale Public Library from the LAP to supplement the library materials budget in the General Fund. The total LAP allocation is \$3.7M. With 14.38% of the total allocation made to the MCLD, Scottsdale's allocation is the second largest among the 16 cities the program serves.

## **RESOURCE IMPACTS**

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Scottsdale Public Library will receive library materials valued up to \$531,947 for Fiscal Year 2021/22. 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 2021/22 adopted operating budget.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

#### **Option A**

Adopt Resolution No. 12192 authorizing acceptance of new library materials valued up to \$531,947 from the Maricopa County Library District's Library Assistance Program for fiscal year 2021/22, as stipulated in Contract No. 2018-051-COS.

#### **Option B**

Do not adopt Resolution No. 12192 which would result in the Scottsdale Public Library declining to receive materials valued at \$531,947 from the MCLD LAP.

## **RESPONSIBLE DEPARTMENT(S)**

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Community Services division, Library Systems department


## **STAFF CONTACT(S)**

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Kira Peters, Community Services Administrator, (480) 312-2691, [kcpeters@scottsdaleaz.gov](mailto:kcpeters@scottsdaleaz.gov)

**APPROVED BY**

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

6/5/2021  
Date

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

6.4.21  
Date

**ATTACHMENTS**

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1. Resolution No. 12192
2. Contract No. 2018-051-COS
3. Library Assistance Program Allocation FY 2021/22

RESOLUTION NO. 12192

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF NEW LIBRARY MATERIALS FROM THE MARICOPA COUNTY LIBRARY DISTRICT'S LIBRARY ASSISTANCE PROGRAM FOR FISCAL YEAR 2021/22.

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 of Scottsdale ("City") is a member of the Library District and participates in the Library District's Library Assistance Program pursuant to Contract No. 2018-051-COS;

WHEREAS, the City is due to receive new materials valued up to \$531,947 for fiscal year 2021/22 under the Library District's Library Assistance Program; and

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 the Community Services Administrator or designee to accept new library materials valued up to \$531,947 from the Library District's Library Assistance Program for fiscal year 2021/22 in accordance with Contract No. 2018-051-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 1st day of July 2021.

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 CITY OF SCOTTSDALE  
FOR  
THE LIBRARY ASSISTANCE PROGRAM

Agenda # C-65-18-033-M-00

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 1<sup>st</sup> 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.

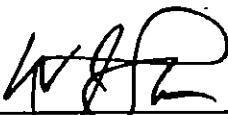
5. **Termination.** Either party may terminate this Agreement upon 90 days' notice to the other party.
6. **Severability and Savings.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement 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.

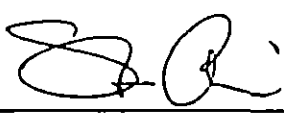
13. Boycott of Israel. Each party certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

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

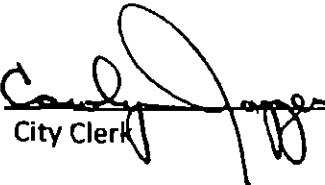
MARICOPA COUNTY LIBRARY DISTRICT

By:   
Mayor *W.S. "Jim" Lane*  
City of Scottsdale

By:   
Chairman, Board of Directors  
Maricopa County Library District


ATTEST:

ATTEST:

By:  5/24/18  
City Clerk Date

By:  JUN 27 2018  
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:   
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

Contract No. 2018-051-COS

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 FY2022**

The \$3,700,000 is split into \$1,480,000 to be allocated by assessed value percentage and \$2,220,000 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 2021 State Abstract of Assessed Valuations and calendar year (2020) non-resident gross cards issued*

**Total Allocation** **\$3,700,000**

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City	40% Assessed	60% Gross	Total	FY 2020
	Valuation	Cards Issued		
	Allocation	Allocation	Allocation	
Avondale	\$17,475	\$36,317	\$53,792	\$84,886
Buckeye	\$21,875	\$46,976	\$68,852	\$65,713
Cave Creek(Desert Foothills)	\$5,894	\$62,571	\$68,466	\$76,238
Chandler	\$122,724	\$170,402	\$293,126	\$327,067
Gilbert	\$99,360	\$285,053	\$384,414	\$400,217
Glendale	\$56,059	\$159,886	\$215,946	\$250,997
Goodyear	\$41,476	\$33,956	\$75,432	\$82,402
Mesa	\$141,371	\$231,543	\$372,914	\$359,032
Peoria	\$63,101	\$97,839	\$160,940	\$173,155
Phoenix	\$524,401	\$511,493	\$1,035,894	\$907,930
Scottsdale	\$246,489	\$285,459	\$531,947	\$489,549
Surprise	\$46,554	\$137,114	\$183,667	\$182,968
Tempe	\$80,398	\$85,821	\$166,219	\$231,700
Tolleson	\$9,162	\$72,110	\$81,272	\$56,623
Wickenburg	\$2,745	\$1,288	\$4,033	\$7,625
Youngtown	\$917	\$2,170	\$3,087	\$3,918
<b>TOTAL:</b>	<b>\$1,480,000</b>	<b>\$2,220,000</b>	<b>\$3,700,000</b>	