

MEMORANDUM

August 12, 2014

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Tina Peak, Library Director

RE: Approval of the Polk County Library Cooperative Bookmobile Interlocal Agreement

SYNOPSIS: Approval of the Polk County Library Cooperative Bookmobile Interlocal Agreement assigns responsibility of the operation of this outreach service to the Lake Wales Public Library, and includes all compensation required to the City of Lake Wales for this program.

STAFF RECOMMENDATION

The recommendation is for the City Commission to take the following action:

1. Approve the Polk County Library Cooperative Bookmobile Interlocal Agreement
2. Authorize the Mayor to execute the Agreement on the City's behalf

BACKGROUND

The Polk County Library Cooperative (PCLC) is a group of seventeen public and special libraries and government entities that joined together in 1997 to provide library services to all persons residing in Polk County, including residents of the unincorporated areas and incorporated communities not served by a local municipal public library.

Recognizing that there are no public libraries in unincorporated Polk County, PCLC is committed to outreach services for this population. The two outreach services PCLC currently provides are Books by Mail and a Bookmobile.

In 1999 the City of Lakeland entered into an Interlocal Agreement to operate the Bookmobile under the direction of the Polk County Library Cooperative. This Interlocal Agreement ends on September 30, 2014. The City of Lakeland will not renew their Interlocal Agreement with PCLC to provide Bookmobile service.

During 2013 a PCLC appointed committee studied alternatives for continuing this important service to underserved residents after Lakeland's contract ends. One such alternative was for PCLC to provide 100% funding to another municipality to operate the Bookmobile.

Lake Wales is already under contract to operate the Books by Mail outreach service for PCLC. An organizational plan for outreach services has been developed by the Lake Wales Public Library and currently operates effectively.

In an effort to continue this outreach service to all residents, the Polk County Library Cooperative Governing Board requested the Lake Wales Public Library manage this expanded program for all member libraries.

If approved by the Lake Wales City Commission, a revision of the current service model will be developed, with the goal to have the PCLC Bookmobile operating again by June 2015.

One primary change will be the Lake Wales Public Library will develop, select, purchase and own the Bookmobile's materials collection. All resulting circulations will be credited to the Lake Wales Public Library's annual total and will result in higher revenues for the Lake Wales Public Library from PCLC's annual funding mechanism.

This draft Interlocal agreement will be considered at the Polk County Library Cooperative's September Governing Board meeting. Pending their approval a fully executed document will be in place.

Staff recommends approval.

OPTIONS

None

FISCAL IMPACT

None

ATTACHMENTS

Polk County Library Cooperative Bookmobile Interlocal Agreement Draft

BOOKMOBILE INTERLOCAL AGREEMENT

THIS AGREEMENT is made by and between the **POLK COUNTY LIBRARY COOPERATIVE**, hereinafter called "PCLC" and the **CITY OF LAKE WALES**, a Florida municipality, hereinafter called "Lake Wales", for the period **October 1, 2014 through September 30, 2017;**

WITNESSETH:

Whereas, pursuant to applicable Florida Statutes, Polk County and various municipalities in Polk County have entered into an Interlocal Agreement creating the Polk County Library Cooperative; and

Whereas, the Polk County Library Cooperative has identified an unmet need for a Bookmobile in those areas of Polk County where citizens do not have reasonable access to an existing library; and

Whereas, Lake Wales is willing to contract with PCLC to maintain, staff, provide the collection and operate the Bookmobile for the Polk County Library Cooperative;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Lake Wales will assign a qualified library staff person (minimum of 40hrs/week), employed by Lake Wales, to operate the Bookmobile and to provide normal regularly scheduled maintenance and to purchase material collections. The operator of the Bookmobile shall have a CDL driver's license.
2. Lake Wales shall permit only safe, careful, licensed, trained, and authorized drivers to operate the vehicle(s). Lake Wales agrees that upon written complaints from PCLC specifying any excessive collision claims or an indication of any other incompetence by any driver that Lake Wales shall immediately take such action as is necessary to correct these conditions.

3. At all times during the term of this agreement, Lake Wales shall maintain worker's compensation and unemployment compensation, in compliance with applicable State and Federal laws, for all Lake Wales employees associated with the Bookmobile.
4. PCLC shall reimburse Lake Wales for operational and capital costs associated with the normal operation of the Bookmobile service. Payment shall be made by December 1 for the current fiscal year budget. This Agreement may be extended for a period of two years upon agreement of the parties and provided funding is appropriated. A final financial report shall be provided annually to PCLC by the City of Lake Wales Finance Department and Library.
5. At all times during the term of this agreement, PCLC shall maintain the appropriate automobile insurance on the Bookmobile. Lake Wales shall not permit the Bookmobile to be used in violation of or contrary to the provisions of any applicable insurance policy or contrary to the provisions of this agreement.
6. Polk County will make available the county's fueling stations for refueling the Bookmobile. The County will bill PCLC for fuel usage.
7. Lake Wales, in conjunction with their contract with County Fleet, shall keep and maintain the vehicle in good operating condition and working order, using as a guide the maintenance program prescribed in the Operator's Manual. Lake Wales shall have County Fleet perform all preventive maintenance in accordance with the manufacturer's recommended schedule of maintenance and care.
 - a. All maintenance actions and replacement of parts must be fully documented.
 - b. PCLC, using County Fleet, shall be responsible for the cost of all required oil changes and all washing, polishing and storage to the extent necessary to maintain the vehicle in good condition. Lake Wales, using County Fleet, shall maintain proper oil, battery, cooling levels, and protection against freezing of the radiator and engine. Lake Wales shall not alter or adjust the odometer or emission control equipment.
8. Lake Wales will determine the locations, scheduling, and will select/deselect books and materials for the Bookmobile with input from the Cooperative members and the public.
9. In the operation of the Bookmobile, Lake Wales agrees:

- a. To limit use of the Bookmobile to approved services pursuant to the terms of this Agreement. No changes in the use of the Bookmobile shall be implemented by Lake Wales unless written authorization is received from PCLC.
 - b. Not to make any alterations or modifications to the Bookmobile without the written consent of PCLC.
 - c. To precisely follow the Polk County Library Cooperative guidelines, if provided by the Cooperative, for affixing or painting any designs or marking signs on the Bookmobile. Neither commercial nor political campaign advertising shall appear on the Bookmobile.
 - d. Not to use the Bookmobile in violation of Federal, State, Municipal, or County statutes, laws, regulations, administrative rulings, orders or ordinances.
 - e. To hold Polk County harmless from all fines , forfeitures, or penalties for traffic violations or other violations occurring in connection with the operation of the Bookmobile when operated by a City of Lake Wales employee.
 - f. To cause each vehicle to operated only by a fully qualified, competent, and licensed driver. Lake Wales shall require any Bookmobile operator to have a good driving record based on standards applicable to all Lake Wales employees and to operate the Bookmobile with all due care and diligence to prevent injuries, losses, or damages of any nature.
 - g. To verbally notify PCLC and Polk County within 24 hours of any theft, fire, improper performance, damage, accident, or collision in which the Bookmobile has been involved. Lake Wales will supply of copy of any report required to be filed with any administrative body or governmental unit to PCLC; to cooperate fully with PCLC in any reasonable way to prevent loss; to aid in every reasonable way in the defense of suits or other proceedings which may be brought as a result of the operation of said Bookmobile; and to notify PCLC and Polk County promptly of any paper, notice or document served upon Lake Wales, its agents, or employees, arising out of the operation or use of the Bookmobile.
10. Lake Wales will purchase and retain ownership of the Bookmobile's materials collection. All circulation statistics from the Bookmobile's collection will be credited to Lake Wales for calculation in PCLC's Fund Distribution Formula.

11. This Agreement may be canceled by either party with or without cause, upon 90 days written notice to the other party.
12. Any unreimbursed amounts not included in the previous lump sum payment will be reimbursed to Lake Wales. Lake Wales will not incur any unreimbursed expenses for approved activities related to this project.
13. In the event PCLC should not fund the Bookmobile, ownership of the Bookmobile remains with the Polk County Library Cooperative or Polk County.
14. At the termination of this Agreement the Bookmobile's materials collection remains the property of Lake Wales. A final inventory of furniture, electronics and other operating supplies will be provided by Lake Wales to PCLC.
15. The cost of all licensing and registration of the vehicle in Polk County's name and any applicable taxes, government assessments, fees, or charges imposed on or in connection with the Bookmobile, pursuant to this Agreement, shall be paid by PCLC.
16. This Agreement is the entire agreement between the parties to the exclusion of all prior or contemporary representations, understandings, or agreements and of all warranties, expressed or implied, with reference to the subject matter hereof. This Agreement may not be modified or amended except by agreement in writing between the parties hereto. The failure of either party to require the performance of any item or obligation of this contract shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
17. Once the Bookmobile sites have been selected, contractual arrangements for the use of designated bookmobile stops with private and public owners shall remain the responsibility of Polk County.
18. The Assistant County Manager or his/her designee has primary responsibility for coordinating with the Lake Wales Public Library and the Polk County Library Cooperative Coordinator in determining any and all operational issues.
19. This agreement may be modified in a written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2014.

POLK COUNTY LIBRARY
COOPERATIVE

CITY OF LAKE WALES

Mary Ellin Barnett, Chairman

Eugene Fultz, Mayor

POLK COUNTY BOARD OF
COUNTY COMMISSIONERS

R. Todd Dantzler, Chairman

Clara Van Blargan, City Clerk

Reviewed as to form and correctness:

George Dunlap
PCLC Attorney

Albert C. Galloway
City Attorney