

RESOLUTION 2023-16

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN
THE CITY OF WEST PLAINS AND THE WEST PLAINS PUBLIC LIBRARY.

WHEREAS, the City of West Plains (the "City") recognizes the importance of a public library to the community and area residents; and

WHEREAS, the West Plains Public Library continues to provide West Plains and the surrounding area with reading materials, videos, computer access, and a variety of educational and training programs that are essential for the well-being of citizens and residents; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to be supportive of the West Plains Public Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1: That the City Council of the City of West Plains, Missouri does authorize the Mayor or City Administrator of the City of West Plains, Missouri to execute the attached Cooperative Agreement between the City of West Plains and West Plains Public Library.

Section 2: That this Resolution shall be in full force and effect from and after its date of passage and approval.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2023.

CITY OF WEST PLAINS, MISSOURI


MICHAEL TOPLIFF, MAYOR

ATTEST:


ALLISON SKINNER, CITY CLERK

City of West Plains and West Plains Public Library

COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is entered into July 17, 2023 by and between the City of West Plains and the West Plains Public Library Board of Trustees.

1. **Factual Recitals:** The City of West Plains owns the building located at 750 West Broadway Street, which has been in operation as the West Plains Public Library since 1998. The West Plains Public Library serves West Plains and the surrounding area with reading materials, videos, computer access, and a variety of educational and training programs for its patrons.
2. **Commencement Date and Term:** This Agreement shall commence on July 17, 2023 and end on July 17, 2024.
3. **Use of Premises:** Because the West Plains Public Library plays an essential role in providing an abundance of information and resources for individuals and families, the City of West Plains understands its importance in the community and the lives of its patrons. In consideration for providing these services, the City of West Plains shall provide the facility at 750 West Broadway Street to the West Plains Public Library Board of Trustees for activities directly associated with the functions of a library.
4. **Rental Payment:** The premises at 750 West Broadway Street shall be provided at no cost to the West Plains Public Library and the Library Board of Trustees.
5. **Operating Expenses:** The West Plains Public Library shall reimburse the City of West Plains for all expenses associated with its operation, including employee salaries and benefits, supplies and equipment, collection purchases, software licensing/maintenance, utilities, county tax collection fees, and any contracted services.
6. **Annual Budget:** The Director of Library Services shall work in conjunction with the City of West Plains and the Library Board of Trustees to establish its annual operating budget, which shall run concurrently with the City of West Plains budget year.
7. **Administrative Services Provided by the City:** As part of this agreement, the City of West Plains shall provide administrative services to the West Plains Public Library for its day-to-day operations at no additional cost. Those services include:
 - a. Human Resources
 - b. Payroll
 - c. Benefits Administration
 - d. Auditing
 - e. Accounts Payable
 - f. Accounts Receivable
 - g. Purchasing, Procurement, and Warehousing
 - h. Information Technology
 - i. Construction
 - j. Discounted Electric and Utilities rates (provided to all City buildings)

8. **Capital Improvement Tax:** To help ensure the financial viability of the West Plains Public Library, the City of West Plains shall provide an annual subsidy of \$175,000 generated from the City's Capital Improvement Tax to the Library, so long as that tax is in existence in the City of West Plains.
9. **Personnel:** Employees at the West Plains Public Library shall be compensated through the City of West Plains' Payroll office and retained on the City of West Plains' group insurance and the City's LAGERS retirement plans. As such, West Plains Public Library employees shall be considered City of West Plains employees and retain all the rights and privileges afforded to all City employees. West Plains Public Library employees shall follow all the rules and requirements listed in the City's Employee Handbook and Loss Prevention Manual.
10. **Liability and Insurance:** The City of West Plains shall be responsible for obtaining and carrying property, liability, and workers' compensation insurance for the Library, with the Library reimbursing those costs to the City. The Library shall also reimburse the City for any costs incurred from deductibles and claims pertaining to the Library. The West Plains Public Library and the Board of Trustees are solely responsible for providing property insurance on all the contents within the Library, along with any Directors and Officers (D&O) Insurance for the Board.
11. **Maintenance, Repairs and Alterations:** The City of West Plains shall be responsible for routine maintenance of the property, including cutting the grass and weeds on or about the premises. Any additional landscaping needs that may arise, such as flowers, bushes, or shrubbery, shall be the responsibility of the Library. Major structural maintenance such as roof, floor, or wall replacement shall be the responsibility of the City. The Library shall not construct, install, remove, modify, or repair any of the premises without prior approval of the City. The Library shall notify the City in a timely manner about any known maintenance needs or issues pertaining to the premises, particularly those that pose any safety concerns.
12. **Liability of Parties:** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. No provision of this Agreement shall constitute a waiver of either party's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.
13. **Right of Inspection:** The City of West Plains reserves the right to enter and inspect the premises or for any other lawful purpose, and the parties shall work together in good faith to coordinate the dates and times of such inspections to ensure that such inspections do not interrupt the Library's business operations.

IN WITNESS WHEREOF, the parties have executed this contract as the duly authorized representative of their respective governing boards.

TRUSTEES

WEST PLAINS PUBLIC LIBRARY BOARD OF

By _____

Date

President, WP Public Library Board of Trustees

CITY OF WEST PLAINS

July 17

2023

Date

By Michael Doptiff

Mayor

Attest:

Aeison Skinner

City Clerk