CONTRACT NO. CA

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
*****AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED*****

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Community Services - Division Director
2. Preparer's Name, Telephone #, and E-Mail Address:
   Dottie Jones, 545-4576, dottie.jones@shelbycountytn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   Contract between City of Memphis and Shelby County Government for the operation of the East Shelby Branch Library
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   City of Memphis Division of Public Services and Neighborhoods
   125 North Main Street, Suite 200
   Memphis, TN 38103
   VENDOR NO.
   EOC NO.
5. COST OF ITEM OR SERVICE REQUESTED: $650,000.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: July 1, 2008 through June 30, 2009
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   010-201301-8975
8. COMMODITY CODE:
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☒ Bid/RFP Process - # & Date 08-001-42 03/18/08
   b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
    ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
    ☐ MALE ☐ FEMALE
    ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
    ANNUAL SALES DOES NOT EXCEED $3 MILLION
    ☐ N/A
11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE

08/04/08

ELECTED OFFICIAL

DIVISION DIRECTOR DATE

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEMPHIS AND
SHELBY COUNTY GOVERNMENT
FOR THE OPERATION OF THE EAST SHELBY BRANCH LIBRARY

This Intergovernmental Agreement ("Agreement"), effective as of this _____, is made between the **CITY OF MEMPHIS,** by and through its Division of Public Services and Neighborhoods **("City"),** and **SHELBY COUNTY GOVERNMENT** by and through its Division of Community Services **("County")** for the operation of the East Shelby Branch Library.

RECITALS

WHEREAS, any public agency may enter into agreements with another public agency to perform a governmental service pursuant to the provisions of Tenn. Code Ann. §12-9-101 et seq. and, more specifically, §12-9-108; and

WHEREAS, the County has determined that it desires that the East Shelby Library owned by the County remain a part of the City's current library system and to negotiate with the City for the direct provision of library services; and

WHEREAS, the parties have agreed to set forth herein the terms which shall govern the continuation of and day-to-day library operations to be furnished by the City to the East Shelby Library for the citizens of Shelby County, Tennessee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made herein, and intending to be legally bound, the parties hereby agree as follows:

1. CONTINUATION AGREEMENT

1.1 The parties hereby agree that the City will continue to provide management and support services directly to the East Shelby Library for an initial term of one (1) year with a beginning date of July 1, 2008 ("Initial Term").

1.2 The services to be provided to the East Shelby Library and the citizens of Shelby County shall include a level of services based on the proposal attached hereto as Exhibit A and an approved annual budget which shall not exceed $650,000 for approximately 48 hours per week and as set forth on Exhibit B attached hereto.

1.3 The Parties shall have the option to extend the agreement for an additional one-year term. In the event of a desired extension, the parties shall negotiate, in good faith, the funding level and specific terms and conditions outlined in Exhibit A and Exhibit B, including staffing levels and hours of operation, for the successive term at least ninety (90) days prior to the expiration of the then current term.

2. COMPENSATION AND FUNDING

2.1 The County agrees to pay the sum of $54,166.67 per month to the City for management and support services provided to the East Shelby Library for the fiscal year ending June 30, 2009.

2.2 The County shall wire funds to the City at the beginning of each month for the East Shelby Library staff salaries, payroll taxes and benefits.

2.3 The County has appropriated the sum of $650,000 for Fiscal Year 2009.

2.4 Any and all fees and fines collected at the East Shelby Library shall remain with the City.

3. BUILDING MAINTENANCE

3.1 The County shall be responsible for providing landscaping services and for any and all expenses relating to any capital repairs, alterations or other improvements (e.g., non-customary building maintenance, heat and air conditioning maintenance, etc.) to East Shelby Library.

4. TERMINATION.

4.1 Upon termination of this Agreement, both parties shall each use their best efforts to return books and materials to the respective owners and cooperate with each other to make the necessary transition as seamless as possible. Any amounts owed to each other shall be due and payable within thirty (30) days after termination.

4.2 The parties acknowledge and agree that all books, materials, equipment, and other items currently located in the East Shelby Library which bears a label or stamp of East Shelby are the sole property of the County.

4.3 The parties further agree that all books, equipment, materials and other items purchased by the City in the future with County funds shall remain the property of the County.

4.4 Upon termination of this Agreement, all books and materials currently held and/or received at any future date by the East Shelby Library which belong to another library shall be promptly returned to the respective owner of such books and materials, and the parties shall cooperate in good faith with each other to make such transfer as seamless as possible.

4.5 Upon termination of this Agreement and receipt of final payment hereunder, the City shall deliver within ten (10) days to the County Government all books and materials it may then hold that were purchased for the East Shelby Library.

4.6 County may terminate this Agreement upon providing sixty (60) days written notice to the City for the City's failure to provide the services specified within the Agreement, and the City has failed to cure such breach within the 60-day time period.

4.7 This Agreement may be terminated by either party by giving sixty (60) days written notice to the other, before the effective date of termination.

4.8 In the event of termination of the Agreement, the City shall be paid for all services rendered prior to said termination date. All services completed by the City shall be documented and tangible work documents shall be transferred to and become the sole property of County prior to payment for services rendered.

5. REPORTS.

5.1 The City shall provide to the County quarterly and annual reports of financial expenses and service deliverables related to the East Shelby Library. Said quarterly reports will be submitted by the end of October, January and April of each contract term. Said annual report will be submitted by the end of August upon expiration of the then current contract term.

6. AUDITS.

6.1 The County reserves the right to audit the records of the City that pertain to the City's fulfillment of its obligations under the terms of this Agreement, provided that such audit does not interfere with the City's normal business affairs. Such records may be inspected, verified, audited, or copied by the County Government, at the County's expense, at the location at which they are kept during regular business hours by the official designated by the County Government within ten (10) days notice to the City. The City shall keep such records and books of accounts for a period of three (3) years after the completion of the contractual obligations or final payment tendered under this Agreement, whichever is later.

7. NOTICE.

7.1 All notices or requests to the City shall be given in writing to Keenon McCloy, Director of Library Services, 3030 Poplar Avenue, Memphis, Tennessee 38111-3527 and copied to Mr. Elbert Jefferson, Jr., City Attorney, 125 North Main Street, Room 336, Memphis, Tennessee 38103-2079. Notices and requests to Shelby County Government shall be given in writing to Dottie Jones, Director, Shelby County Division of Community Services, 160 North Main Street, Suite 801, Memphis, TN 38103-1812 and copied to Contract Administration, 160 North Main Street, Suite 550, Memphis, Tennessee 38103.

8. MISCELLANEOUS PROVISIONS.

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties pertaining to the subject matter hereof.

8.2 Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

8.3 Assignment. Neither party hereto shall assign or transfer its interest in this Agreement without the prior written consent of the other party.

8.4 Amendment. This Agreement may be modified or amended only by a document in writing executed by the parties hereto.

8.5 Liability. The parties recognize that each party is a governmental entity as defined by Tennessee Code Annotated Section 29-20-101 et seq. and is self-insured for acts of negligence of its officers and employees. The County shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from the City's own negligence in the performance of this Agreement.

The County further agrees to be responsible for the contents of the East Shelby Library building and for any loss, cost, damage or expense resulting from fire, explosion or any other casualty to said building.

8.6 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, the parties agree that all actions, whether sounding in tort or in contract, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other.

8.7 Effective Date. This Agreement shall be in effect as of July 1, 2008.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement as of the date above written.

CITY OF MEMPHIS

By: _____
Dr. Willie W. Herenton, Mayor

APPROVED AS TO FORM:

_____
Elbert Jefferson, Jr., City Attorney

Attest:

_____
Comptroller / Deputy

SHELBY COUNTY GOVERNMENT

By: _____
A C Wharton, Jr., Mayor

APPROVED AS TO FORM:

_____
County Attorney

Exhibit A

East Shelby Branch Library
Proposal for $650,000 Operating Budget
FY 2009

Memphis Public Library & Information Center (MPLIC) has operated the East Shelby Branch Library since the building first opened to the public on February 15, 1999. Over its 9 years of operation, the branch has offered much needed library services to the growing population of southeastern Shelby County, and the community has responded with high customer demand/usage. For example, over the last three years an annual average of approximately 236,000 customers visit the branch. Of this total, approximately 86,500 customers use one of the branch's thirty-six public computers. In addition, these customers use the branch's collection of nearly 90,000 items by borrowing an average of 166,000 items.

MPLIC plans to continue providing the highest level of library service to the customers of East Shelby Branch Library by adequately conducting and supervising all aspects of day-to-day operations. The following information highlights the details of how East Shelby branch will continue to operation efficiently.

Hours of Operation:
The East Shelby Branch will operate 48 hours per week, Monday – Saturday. In addition, it is important to note that as a branch of the MPLIC, East Shelby customers are able to use the collections and services of the entire library system (i.e. 19 library facilities and a range of mobile services), and that the library system's collective hours of operation span Monday through Saturday from 9:00AM to 9:00 PM, and Sunday from 1:00 PM to 5:00PM.

Staff Levels:
The East Shelby Branch staff will include a balance of specialized positions that ensure that the branch is capable of continuing to meet customer demand, while helping satisfy individual and community needs. It is important to note that as a branch of MPLIC, East Shelby will receive system-wide support/consulting from expert staff in areas such as library management, information delivery, security, collection development, staff development, youth/teen/adult services, marketing/public relations, and information technology. The branch's staff complement will include 6.5 Full Time (40 hr/wk) and 2.25 FTEs Part Time/Temporary (20 hr/wk). The following positions will be represented in the complement:

- Full Time:
  - Library Agency Manager II
  - Librarian/Customer Service (Senior Youth Service)
  - Librarian I
  - Library Assistant
  - Circulation Supervisor II
  - Circulation Representative, Senior
- Part Time/Temporary:

- Circulation Representative
- Library Page

Public Computers:

Memphis Public Library & Information Center will provide 36 computers for public use. The computers are equipped with a standard Microsoft Office Suite, which provides access to the Internet, as well as popular word processing and spreadsheet tools. As mentioned above, MPLIC's expert staff has the skills and expertise needed to effectively meet public computer needs.

Resources Available

In addition to East Shelby Branch's in-house collection of 91,499 items, customers have access to the larger MPLIC collection of approximately 1.7 million items. In fact, in most cases, MPLIC's efficient inter-branch delivery system makes it possible for customers to receive an item from another branch library within a 24-hour period.

Finally, MPLIC participates in a nation-wide interlibrary loan program, and as a result, East Shelby customers have access to millions of additional resources in libraries throughout Tennessee and the Unites States.

Marketing Plans and Community Outreach

Over the years, East Shelby staff has developed a myriad of programs and services that are designed to reach out to the diverse community. The East Shelby Branch, with the support of MPLIC, will continue providing programs and services that target community needs. East Shelby's marketing plans include use of internal and external media. Internal media includes MPLIC resources such as Library NewsLINC (a television show produced through WYPL TV 18, the library's television station), WYPL radio public service announcements, MPLIC newsletters, East Shelby branch bulletin boards, MPLIC's website (www.memphislibrary.org), and specialized branch programming. In addition, library staff will conduct regular visits to area elementary, middle and high schools to educate the community on the branch's services and programs. External media (e.g. local newspapers, radio, television, and printed brochures/flyers) will also be used to market East Shelby. MPLIC marketing department regularly produces and distributes press releases and public service announcements to local media outlets.

Specific Performance Measurement and Efficiency Indicators

As mentioned above, MPLIC plans to continue providing the highest level of library service to the customers of East Shelby Branch Library. MPLIC will analyze service and usage data on a quarterly and annual basis to evaluate branch performance. The indicators measured/evaluated include the following:

- Materials borrowed
- New customer registration
- Hourly customer attendance
- Program attendance
- Public meeting room use
- Community Contacts
- Customer computer use
- Materials added

Reporting Mechanisms

MPLIC will provide three quarterly reports and a final annual report that highlight the indicators mentioned above. Quarterly reports will be submitted by the end of October 2008, January 2009, and April 2009. An Annual Report will be submitted by the end of August 2009.

Level of Security

Security is a high priority at all MPLIC branch locations. In addition to contracting with one full-time or two part-time security guard(s), the library uses a security camera system to monitor all branch locations including East Shelby. The camera system is monitored by MPLIC's security coordinator as well.

Exhibit B

Memphis Public Library and Information Center
East Shelby FY 2009 Budget-- Proposed

Salaries	8.75 FTE's	$274,353.58
Benefits		$43,571.00
Central Staff Support		$209,772.00
Sub-Total Staffing Costs		$527,696.58
Materials (Books, Databases, etc.)		12,217.42
Utilities		47,256.00
Phones		11,338.00
M&S	See Schedule	51,492.00
		$122,303.42
Total		$650,000.00

Personnel Complement

Full-time

Agency Manager II
Circulation Supervisor II
Librarian I /Spec. I
Sr. Librarian YS (paired)
Library Asst.
Library Asst.
Sr. Circulation Rep.

6.5 FTE

Part-time

P.T. Circulation Rep.
P.T. Circulation Rep.
P.T. Circulation Rep.
P. T. Page
P. T. Page

2.25FTE

Total 8.75 FTE

M&S

Security	31,772.00
Janitorial	11,304.00
Trash Disposal	540.00
Copiers	3,000.00
Supplies	3,600.00
Window Washing	400.00
Pest Control	432.00
Burglar Alarm Monitoring	444.00
Total	51,492.00