



**AGENDA ITEM #3.4.B**

**REPORT TO CITY COUNCIL**

**Report Prepared by: Nancy Malecha**

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**Date:** January 8, 2019

**Subject:** Library – Kitchigami Regional Library Contract

**Report:** The Kitchigami Regional Library System Service Contract is a one year contract which offers Kitchigami library services to the Pequot Lakes Library. This renewal contract states that the Kitchigami Library System will give the Pequot Lakes Library a check in the amount of \$5,000 to be used for the acquisition of materials. This is the same funding amount as the previous year.

**Council Action Requested:** Council motion approving the Kitchigami Regional Library System Service Contract for 2019 in the amount of \$5,000.

**Kitchigami Regional Library System**  
**Service Contract: City of Pequot Lakes**

**1. Parties to Agreement**

This Agreement is between Kitchigami Regional Library System as service provider (hereinafter referred to as "KRLS") at 310 2<sup>nd</sup> St. Pine River MN and the City of Pequot Lakes (hereinafter referred to as "city") on behalf of its community library (hereinafter referred to as "Pequot Lakes Library").

**2. Purpose of Agreement**

This Agreement defines the services to be provided by Kitchigami Regional Library System to the Pequot Lakes Library with funds provided by Crow Wing County and the responsibilities of the Pequot Lakes Library.

**3. Term of Agreement**

This Agreement will be in place from 1 January 2019, provided that the agreement is signed by both parties and both parties have received signed copies through certified mail by 31 December 2018, through 31 December 2019. If the Agreement is not completed by 31 December 2018, it will be in force on the 1<sup>st</sup> day of the month following signatures and be in effect for twelve (12) months retroactively from 1 January 2019.

**4. Scope of Services: KRLS**

Kitchigami Regional Library System will provide the following services, beginning 1 January 2019, or the 1<sup>st</sup> day of the month following completion of the negotiation process:

1. Facilitated borrower registration for KRLS borrowers who use the Pequot Lakes library for pick up and return of library materials, within seven (7) days of receipt of fully completed borrower registration forms.
2. Interlibrary loan and intraregional loan borrowing to KRLS borrowers who use the Pequot Lakes library for pick up and return of library materials through maintenance of that library as a pickup location.
3. Delivery services for library materials to and from the Pequot Lakes library three (3) days per week (Monday, Wednesday, Friday) on those days and weeks that deliveries are made to KRLS branch libraries. Deliveries may be interrupted by federal holidays, severe weather conditions or equipment interruptions; substitute delivery dates are not guaranteed by KRLS.
4. Information on and access to regional/statewide training opportunities.
5. Training materials and training of one local trainer selected by the Pequot Lakes library on interlibrary loans support, borrower registration and delivery support as required. One training session will be provided on request within the contract period.

6. KRLS will issue a check to the City of Pequot Lakes for the acquisition of materials for the Pequot Lakes library collection, paid from the KRLS Crow Wing County reserve in the amount of \$5,000.00, within thirty (30) days of the completion of the Agreement negotiations.

**5. Scope of Service: City of Pequot Lakes**

The City of Pequot Lakes commits to provide the following:

1. Registration of Kitchigami Regional Library System residents for KRLS borrower cards at no charge to the public, with verification of the residence requirements of the applicants.
2. A local trainer who will be responsible for training all local library workers on borrower registration, interlibrary loans and delivery.
3. The Pequot Lakes library must be open or provide a secure location for delivery between 9:30 a.m. and noon on each of the delivery days described in paragraph 4.3 above.
4. All KRLS policies and procedures for registration, interlibrary loan, intraregional loans, delivery and electronic services will be followed.
5. The city must maintain a restricted fund for KRLS dollars paid to it for the purchase of library collection materials, which is audited annually and subject to review as described in paragraph 10 below.

**6. Agreement Administration**

All provisions of this Agreement shall be coordinated and administered by the persons identified in Paragraph 11.

**7. Amendments**

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, or increases or reductions of the services to be performed as mutually agreed by the city and KRLS.

**8. Data Practices**

The city agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The city will immediately report to KRLS any requests from third parties for information relating to this Agreement. The KRLS board agrees to respond promptly to inquiries from the city concerning data requests. The city agrees to hold the KRLS library Board, its officers, and employees harmless from any claims resulting from the city's unlawful disclosure or use of data protected under state and federal laws.

The city will designate an official representative who will sign and maintain on file and submit to KRLS a copy of the KRLS Data Privacy and Non-disclosure of Information Policy included as Appendix A to this Agreement.

## **9. Compliance with the Law**

The city agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Minnesota Human Rights Act (Minn.Stat. DC.363) and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. In the event of questions from the city concerning these requirements, the KRLS library board agrees to supply promptly all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.

## **10. Audits**

The city agrees that the KRLS library board, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

## **11. Cancellation, Default and Remedies**

Either party of this Agreement may cancel this Agreement upon sixty (60) days written notice, except that if the city fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the KRLS library board has the right to terminate this Agreement, if the city has not cured the default after receiving seven (7) days written notice of the default.

The city agrees to defend, indemnify and hold the KRLS library board, its officials, officers, employees and agents harmless from any liability, claims, charges, damages, costs, judgments or expenses, including reasonable attorney's fees, resulting directly or indirectly on account of any product, or any act or omission (including, without limitation, professional errors and omissions) of the city, its officers, agents, employees or anyone who would be liable in the performance of the services provided by this agreement and against all loss by reason of the failure of the city fully to perform, in any respect, all obligations under this Agreement.

The city agrees to perform all acts and make all payments, the legal obligation for which arise as a result of its activities and performance in connection with this contract, including obligations to third persons and government agencies.

**12. Notices**

Any notice or demand, authorized or required under this Agreement shall be in writing, and shall be sent by certified mail to the other party as follows:

**To the city:**

**Designated Representative**

**To the KRLS Library Board:**

**Designated Representative**

Marian F. Ridge, Director  
Kitchigami Regional Library System  
P.O. Box 84  
Pine River, MN 56474

**Signatures**

  
Chair, Kitchigami Regional Library Board

Date: 11-15-2018

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**Mayor, City of Pequot Lakes**

Date: \_\_\_\_\_