

AGENDA ITEM

May 18, 2010

Subject: Cooperative Agreement with Nevada Public Library

Department: Administration

Attached is a cooperative agreement between the City of Nevada and the Nevada Public Library. This agreement formalizes and enhances the current informal working relationship between the two entities.

The agreement allows for financial savings through coordination of planning and resources, assistance with purchasing of equipment and supplies, aid in contractual development and provide technical support for the Library.

AGREEMENT

THIS CONTRACT is made and entered into this *18th day of May* between the City of Nevada, Missouri, a Home Rule Charter municipal corporation in Vernon County, Missouri, hereinafter referred to as "CITY", and the Nevada Public Library, hereafter referred to as "NPL".

WITNESSETH THAT:

WHEREAS, the NPL has a long history of providing superior and innovative library service to the people of the City of Nevada. This achievement has been the result of a strong partnership between the City, the NPL, and the generous individuals, foundations, and corporations that have provided philanthropic support of the NPL mission over the years. The NPL is one of the great cultural and educational assets within the City of Nevada, and within the State of Missouri. This agreement is intended to clarify the relationship between the City and the NPL and to establish the means by which that relationship can help strengthen the delivery of library services for the benefit of the people of Nevada.

NOW THEREFORE, the parties agree to the following principals defining the relationship between the Nevada Public Library and the City of Nevada:

1. The Nevada Public Library and the City of Nevada have maintained and should continue to maintain a partnership for the delivery of library services by the NPL in the City of Nevada through a Central Library.

This partnership has resulted in the delivery of high quality service to the patrons of the library and has added greatly to the quality of life in the City and made a profoundly positive impact on the neighborhoods of the City of Nevada

In order for the NPL and the City to continue this partnership, to maintain a financially sustainable library system, and to build a library system responsive to the changing needs of City residents, new technology, opportunities available through greater cooperation and coordination of planning and resources, and the nature of the relationship between the NPL and the City is needed and will be achieved through this agreement.

2. The City and NPL shall work together in best faith to identify cost reductions and efficiencies that can be achieved through joint purchasing, shared contracting, co-location, and other similar cooperative efforts. The City and the NPL will jointly determine the best use of such savings to maximize library service for patrons.
3. The City, upon request by the NPL, will provide technical and support assistance at a rate of twenty dollar (\$20.00) an hour and the City will ensure that support services are conducted in a professional and workmanlike manner by qualified personnel.

4. In recognition that a partnership requires a cooperative working relationship between the parties to the partnership, an expanded and clarified role for the City in the procurement of equipment and services of the NPL is required. Therefore, the NPL and the City agree that contractual services, request for proposal, request for bids, supplies, and equipment that the City secures for the NPL will conform to purchasing guidelines outlined in Chapter 26 of the Nevada Municipal Code.
5. **Indemnification.** Each party to this Agreement shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify, defend, and hold the other party, including officers, officials, employees and agents, harmless from any loss which results thereof.
6. **Term of Contract.** This Agreement shall, subject to each party's right of termination set forth herein, be of continual duration with no fixed term and with no specified time of expiration.
7. **Payment.** Billing statements will be mailed to the Nevada Public Library and payment is due within thirty 30 days of the statement date. If the CITY does not receive payment of any invoice within thirty (30) days of its date, the CITY shall have the right upon ten (10) days' notice to suspend all Services until the NPL has paid in full all amounts due.
8. **Termination.** The Services may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days notice in writing or delivered by certified mail or personal service. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.
9. **Binding Effect.** This Contract shall bind and inure to the benefit of the parties hereto, their successors and assigns, and may be amended only by written agreement between the parties. The parties further agree to take all steps and execute all documents and to submit for approval of the respecting parties whatever ordinances which are necessary to effect this Contract.
10. **Entire Contract.** This Contract contains the complete agreement of the parties and shall as of the effective date hereof supersede all other agreements between the parties.
11. **Modification.** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in writing, signed by each party or a duly authorized representative of each party.
12. **Partial Invalidity.** The invalidity of any portion of this Contract will not and

shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been signed by both parties subsequent to the removal of the invalid provision.

- 13. **Law Applicable.** This Contract shall be construed and enforced in accordance with the laws of the State of Missouri. The courts of the state of Missouri shall have jurisdiction over any dispute which arises under this contract and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction.
- 14. **Waiver.** The failure of either party to this contract to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of the terms of this Contract, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 15. **Paragraph Headings.** The titles to the paragraphs of this Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

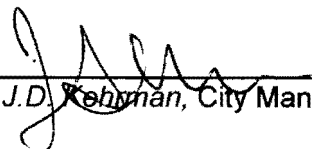
IN WITNESS WHEREOF, the parties have executed this Contract to be effective on July 1, 2010.

(SEAL)
ATTEST:




Julie Lewis, City Clerk

CITY OF NEVADA, MISSOURI



J.D. Kehring, City Manager

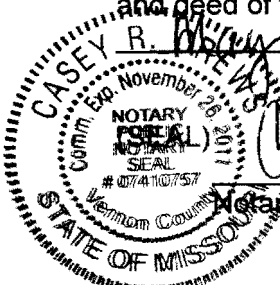
NEVADA PUBLIC LIBRARY



Susan McBeth, Library Director

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

Now on this 18th day of May, 2010, before me personally appeared J.D. Kehrman, City Manager of the City of Nevada, Missouri, to me known to be the person described in and who signed the foregoing instrument, and the said J.D. Kehrman, acknowledged under oath that he executed the foregoing instrument as the free act and deed of the City of Nevada, by authority the Nevada City Council on the 18th day of May, 2010.


Casey Crews
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

Now on this 18th day of May, 2010, before me personally appeared Susan McBeth, Library Director of the Nevada Public Library, to me known to be the person described in and who signed the foregoing instrument, and the said Susan McBeth acknowledged under oath that he executed the foregoing instrument as the free act and deed of the City of Nevada, by authority the Nevada Library Board on the 18th day of May, 2010.

Casey Crews
Notary Public

