



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 22, 2021

Department Administration

Director Approval Lacey Lies

AGENDA ITEM Consider authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City and the Independence Area Public Library.

SUMMARY RECOMMENDATION Authorize the Mayor to sign.

BACKGROUND City staff, the City Attorney and the Library Director have worked together to propose an interlocal agreement that will delineate the respective responsibilities with regard to funding of the public library, maintenance of the facility owned by City and the overall relationship between the parties regarding the public library.

SUGGESTED MOTION I move to authorize the Mayor to sign the agreement between the City of Independence and the Independence Area Public Library.

SUPPORTING DOCUMENTS Proposed Interlocal Cooperation Agreement

**INTERLOCAL COOPERATION AGREEMENT
CONCERNING OPERATION OF THE INDEPENDENCE PUBLIC LIBRARY**

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation (hereafter City), and the **Independence Area Public Library** (hereafter IPL).

Whereas, the City owns the following improved real estate:

Lots 17 and 18; the East 30 feet of Lot 16; and beginning at the Southeast corner of the W/2 of Lot 16, thence West 10 feet, North 82 feet, East 10 feet, South to point of beginning, all in Block 53, Original City of Independence, Montgomery County, Kansas (commonly known as 220 East Maple Street, Independence, Kansas)

And Whereas, IPL is an area district library organized and created pursuant to K.S.A. 12-1281 et seq., and operates a public library located on the above described property owned by City.

And Whereas, the parties wish to delineate their respective responsibilities with regard to funding of the public library, maintenance of the facility owned by City and the overall relationship between the parties regarding the public library.

Now Therefore, in consideration of the mutual covenants and agrees hereinafter contained, the parties agree to the following:

1. **Duration and Effective Date:** This agreement shall be for a term of fifty (50) years unless otherwise amended, extended, or terminated by mutual agreement of the parties. This agreement shall become effective on the date of its approval by the Kansas Attorney General

pursuant to K.S.A. 12-2904 and its subsequent recording with the Montgomery County Register of Deeds pursuant to K.S.A. 12-2905.

2. **Termination:** This agreement may be terminated at any time by mutual written consent of both parties. In addition, either party may terminate this agreement upon six (6) months' written notice to the other party.

3. **Purpose:** The purpose of this agreement is to provide for certain funding of the public library, maintenance of the building owned by City in which the public library is operated by IPL, and the various responsibilities of each party with regard to the public library.

4. **Administration:** No separate or legal administrative entity is created to administer this agreement. IPL is responsible for the day-to-day management and operation of the public library consistent with the terms of this agreement.

5. **Disposition of Property Upon Termination:** The improved real estate upon which the public library is located is owned by City and, upon termination of this agreement, ownership of such property shall remain with City. With regard to all personal property, contents and equipment acquired with operational funds by IPL, such personal property, contents and equipment shall become the property of City upon termination of this agreement.

6. **Funding:**

- a. City has in place a charter ordinance authorizing it to levy up to four (4) mills to be used for operation of the public library. City will continue to support operation of the Independence Public Library through this existing mill levy subject to any future amendments.
- b. IPL shall submit an annual funding request to City in a timely fashion so that all statutory deadlines can be met by both parties.
- c. With regard to the mill levy assessed by City for support of the public library, City shall issue funds to IPL within one (1) month of collection of such funds.

- d. City shall be responsible for providing water and sewer service to IPL and all expenses related thereto.

7. Maintenance and Management of the Facility:

- a. City shall have the following responsibilities:
 - (1) Preventative maintenance to the facility.
 - (2) Insuring that the facility is in compliance with all city codes.
 - (3) Addressing all minor improvements to the facility.
 - (4) Overseeing all capital projects regarding the facility.
 - (5) Repair and replacement of components of the building and grounds as necessary.
 - (6) Snow removal and lawn/garden maintenance.
 - (7) Provide water, sewer and trash service free of charge.
- b. City shall perform its responsibilities in a timely manner so as not to impede the ability of IPL to operate the public library in a continuously safe manner and remain open to the public.
- c. IPL shall have the following responsibilities:
 - (1) Overall day-to-day operation of the public library including the setting of fees for public usage, and collection of the same.
 - (2) Seeking additional funding under the Independence Area Public Library Act found at K.S.A. 12-1281 et seq. through USD 446 Independence.
 - (3) Operating the facility consistent with all applicable laws, ordinances and regulations.
 - (4) Maintaining all records required by law or ordinance.
 - (5) Acquiring, maintaining and paying for all utilities, except water, sewer and trash, which are being provided by the City.
- d. Structural changes, improvements or modifications to the facility shall not be undertaken by IPL without the prior consent of City. Whenever structural changes, improvements or modifications are desired by IPL, IPL

shall communicate this desire to City and the parties shall meet to discuss the desired changes and modifications, and shall reach a mutual agreement on the same.

8. Health and Safety:

- a. The library director, or designee, may sit on the city safety committee as a non-voting member.
- b. City shall provide employees of IPL any health and safety training that is provided for City employees.
- c. IPL shall use City's forms for incident and accident reports and notify City as required City. IPL may add additional documents to their own internal reviews of workplace or user safety as needed.

9. Insurance and Risk Management:

- a. City, as determined in its discretion, shall provide adequate casualty and loss insurance on the facility and contents, and general premises liability for the facility. To the extent that IPL acquires personal property needing to be covered by City's insurance, IPL shall notify City in a timely fashion so that any such personal property may be added to the City's policy as may be required.
- b. Nothing contained herein shall restrict IPL from obtaining additional insurance coverage as determined in its discretion.
- c. IPL shall adhere to the requirements of City's risk management program.

In Witness Whereof, the parties hereto have caused this agreement to be executed as hereinafter set forth.

CITY OF INDEPENDENCE, KANSAS

BY: _____
LOUIS YSUSI, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

INDEPENDENCE AREA PUBLIC LIBRARY

BY: _____
MICHELLE ANDERSON, President
Board of Directors

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and foregoing Interlocal Cooperation Agreement has been reviewed and approved by the Office of the Kansas Attorney General.

Derek L. Schmidt, Kansas Attorney General

DATE

BY: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

Be It Remembered that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Louis Ysusi**, Mayor, and **David W. Schwenker**, City Clerk of **City of Independence, Kansas**, a municipal corporation, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC

Term expires:

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

Be It Remembered that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michelle Anderson**, President, Board of Directors of **Independence Area Public Library**, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC

Term expires: