

Library Services Agreement

This Library Services Agreement made and entered into as of the Effective Date by and between the Pioneer Library System ("**Pioneer**") and the City of Norman ("**Norman**").

Recitals:

The parties acknowledge the following:

A. Pioneer is a multi-county library system organized under 65 O.S. 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties.

B. Norman is a municipality and is a member of the library system operated by Pioneer.

C. Pioneer's policy for branch library facilities requires the municipality in which a branch library is located to provide funds for the building, furniture, utilities, maintenance of the physical facility and grounds, custodial service and building safety and security for the facilities in which the branch library services are provided.

Terms and conditions

In consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

1. The "**Effective Date**" shall mean the later of the dates on which the governing board of each of the parties approves this Library Services Agreement.

2. Pioneer will provide a collection of materials and programming services at the current branch location at 225 N. Webster, Norman, Oklahoma, (the "**Main Library**"); the Norman Public Library West at 300 Norman Center Court Drive, Norman, OK, (the "**NPL West**"); and at the 24-Hour Library Service Machine located at 125 Vicksburg Avenue, Norman, OK (the "**Service Machine**") to meet the information and recreational reading needs of the residents of Norman and Cleveland, McClain and Pottawatomie Counties. Service at the NPL West will begin on November 1, 2013. Service through the Service Machine will begin on October 29, 2013.

3. Pioneer will provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries.

4. Pioneer will provide trained library staff to implement library services, including reference services, technology and training, reading guidance, library programs and administrative services.

5. The collection of materials provided by Pioneer will include both fiction and non-fiction and be presented in a variety of formats, including paperback, hardback, newspapers, magazines, audio, video, on-line data bases and other electronic materials and related electronic equipment, to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens and adults.

6. Library services provided by Pioneer will include programming determined by library floor space, staff availability and community need. The services provided at the NPL West will be less comprehensive than the services provided at the Main Library. The services provided at the Service Machine will be automated and no library staff will provide services on site.

7. Library services provided by Pioneer will include sharing of materials among Pioneer, the Norman Public Library and the other branch libraries within the Pioneer system and libraries outside the Pioneer system and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.

8. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services.

9. Pioneer will provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.

10. Hours of operation at the Main Library and the NPL West will be determined by Pioneer.

11. Norman will appoint at least one member of the Pioneer board of trustees as provided by Oklahoma law.

12. Norman will provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location or locations, with sufficient paved parking adjacent to the library buildings, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furniture and equipment appropriate to building design and library function, telephone service and security of the facility and patrons. Access to the building will comply with state and federal guidelines for handicapped accessibility and safety.

13. The Main Library is currently located at 225 N. Webster, Norman, OK. For the Main Library, Norman will provide utility and custodial service for the library building and will maintain the interior and exterior of the building, the furniture located within the building and the grounds on which the building is located and the adjoining grounds, including the paved parking areas.

14. The NPL West will be located at 300 Norman Center Court Drive, Norman, OK in a building owned by Pioneer and the facility will be provided under the terms of a lease agreement between Norman and Pioneer dated March 27, 2012, Norman Contract K-1112-120 (the "**NPL West Lease Agreement**").

15. The Service Machine will be located at 125 Vicksburg Avenue, Norman, OK and operated by Pioneer under the terms of a lease and operating agreement among Norman, Pioneer and the Norman Public School System dated August 14, 2012, Norman Contract K-1213-48 (the "**Service Machine Lease and Operating Agreement**").

16. Pioneer will communicate with Norman regarding building, furniture and fixture requirements for provision of library services to residents of Norman.

17. Subject to the provisions of the NPL West Lease Agreement, the land, materials and equipment purchased by Pioneer shall remain the property of Pioneer and Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer.

18. Subject to the provisions of the NPL West Lease Agreement, the land, building, furniture and fixtures purchased by Norman shall remain the property of Norman and Norman shall insure property it owns in such amounts and on such terms as determined by the governing board of Norman.

19. Employees of Pioneer shall not be considered to be employees of Norman and employees of Norman shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Main Library and the NPL West. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer.

20. Pioneer shall provide Norman with a copy of Pioneer's annual audit of its financial condition performed by a certified public accountant.

21. This Library Service Agreement shall extend through June 30, 2014 and will be renewed for one year periods thereafter beginning July 1, 2014. Each party may terminate this Library Service Agreement by notifying the other party by April 1 if it will terminate the agreement for the upcoming one year period. Each party's obligation under this Library Service Agreement is subject to Oklahoma law restrictions on a public entity's entry into contracts beyond a single fiscal year.

22. For the purpose of notice given under this agreement, the parties may be notified as follows:

Norman: Steve Lewis, City Manager
City of Norman
P.O. Box 270
Norman, OK 73070
steve.lewis@normanok.gov

and

Brenda Hall, City Clerk
City of Norman
P.O. Box 270
Norman, OK 73070
brenda.hall@normanok.gov

Pioneer: Anne Masters, Director
300 Norman Center Court Dr.
Norman, OK 73072
amasters@pls.lib.ok.us

23. This Library Service Agreement reflects all terms of the agreements between the parties regarding library services, with the exception of the NPL West Lease Agreement and the Service Machine Lease and Operating Agreement, which are all incorporated by reference. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

City of Norman

City Clerk

By: _____
Mayor

Approved:

Y. B. Peterson 11/5/13
City Attorney

Pioneer Library System

By: Paula Nagode
~~President, Board of Trustees~~
Vice Chair Paula Nagode signed in the chair's
absence.