

Memorandum No. 08-05

TO: Mayor and City Commissioners
FROM: Lola Harens, Acting Library Director
RE: Library services contract with Yankton County
DATE: January 2, 2008

The Board of Trustees of Yankton Community Library would like to request your approval of the 2008 Agreement with Yankton County for the provision of library services to Yankton County households. The agreement provides for an increase of \$2,000 with the county agreeing to pay \$20,000 annually for 2008. Terms for County residents (i.e. anyone living in Yankton County but not in the City of Yankton) are the same as 2007 with each household being required to pay \$5.00 at the time their card is activated.

Thank you,

Lola Harens
Acting Library Director

_____ I concur with the above recommendation
_____ I do not concur with the above recommendation

Al Viereck, Finance Officer

Agreement for the Provision of Library Services

This Agreement made this ___ day of _____, 2007 between the City of Yankton, a municipal corporation, acting through its Board of Library Trustees and its Board of City Commissioners and Yankton County, a political subdivision, acting through its Board of County Commissioners.

The parties do agree as follows:

1. The City of Yankton will provide the same library services to all residents of Yankton County living outside of the corporate limits of the City of Yankton as it provides for citizens of the City.

2. Yankton County will pay \$20,000 to the City of Yankton to provide library services for all Yankton County residents from January 1, 2008 until December 31, 2008. The City of Yankton will bill Yankton County semi-annually (April and October – See County Commission Minutes, 01/11/00)

3. Additionally, every family must pay a \$5.00 out-of-pocket charge directly to the Library, upon issuance or renewal, for a nonresident card. Normally nonresident family cards are issued at \$40.00.

4. While the library agrees to verify that each person or family to whom a card issued is a resident of Yankton County by using a current edition of the County directory or a current means of identification, both the County and Library have agreed upon the following definition of a county resident:

“Person or persons owning residential or business property within Yankton County or, through rent or lease, paying property taxes to the County. Verification of property tax payment may be additionally required for persons renting or leasing. The property owners (residing within the county or not) as well as the renter/lessee have the same right to obtain a library card.”

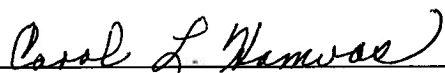
5. During the contract period, the Library will track the utilization of library services by county residents and provide patron database numbers, renewal and new card figures, and circulation percentages upon demand to the Board of County Commissioners.

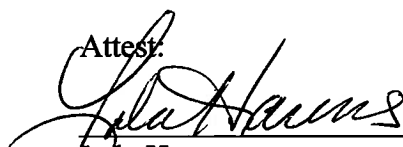
6. The Board of County Commissioners is entitled to appoint an additional member to the Board of Library Trustees of the City of Yankton as provided in SDCL 14 2-36. Said member shall have all of the powers and responsibilities granted to members of the Library Board of Trustees under state law and city code/ordinance. The term of the county representative shall be tied to this contract date as well as the term and

appointment calendar for County Commissioners. If the contract is terminated for any reason, the County Commission's representative on the Library Board of Trustees will end upon the date of contract termination.

7. This agreement shall be effective and binding on January 1, 2008 extending until December 31, 2008 unless amended or terminated by either/or both parties. A mutual resolution for extension may also be included.

Approved this 12 day of December, 2007, Yankton Community Library Board of Trustees.


Board President

Attest:

Lola Harens
Interim Library Director

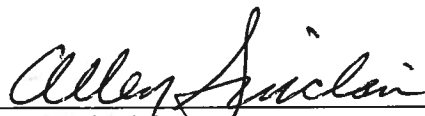
Approved this ____ day of _____, 2007, City of Yankton.

Mayor


Attest:

Al Viereck
Finance Officer

Approved this 20th day of Dec., 2007, Board of Commissioners, Yankton County.


Allen Sinclair
Chair

Attest:


Paula Jones
Auditor