

## **AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2021-2022**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Pioneer Library System ("Pioneer") and the City of Norman (the "City") to set forth all rights and obligations of the parties with respect to the Norman Public Library.

### **WITNESSETH:**

**WHEREAS**, 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; and

**WHEREAS**, Norman has been a member of the library system operated by Pioneer since 1958; and

**WHEREAS**, Norman is located within Cleveland County (the "County") and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

**WHEREAS**, the City owns real property located at 103 W Acres Street, and 3051 Alameda Street, Norman, Oklahoma, upon which the Norman Public Library Central and Norman Public Library East are located and

**WHEREAS**, Pioneer has agreed to provide all services necessary to operate the Norman Public Libraries in conformance with the standards promulgated by the Oklahoma Department of Libraries at the sites owned (the Norman Public Libraries Central and East) and leased (Norman Public Library West) by the City; and

**WHEREAS**, the City will include estimated appropriations within its 2021-2022 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

**WHEREAS**, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Norman Public Library Central.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

**A. Pioneer Library System's Obligations.** Pioneer shall:

1. Provide a collection of materials and programming services at the branch locations at, Norman Public Library Central at 103 W Acres Street Norman, OK; Norman Public Library East at 3051 Alameda Street, Norman, OK; the Norman Public Library West at 300 Norman Center Court, Norman, OK; and at the 24-Hour Library Service Machine located at 125 Vicksburg Avenue, Norman, OK.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Norman. Further, Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Norman Public Libraries. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Norman Public Libraries in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Norman Public Libraries, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Norman Public Libraries in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own, and maintain where needed, all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Property of Pioneer shall comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City

with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City of Norman's security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs security guards, Pioneer shall pay for that service and pay the costs of operating the closed-circuit TV (video surveillance system) at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

**B. The City of Norman's Obligations.**

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City shall provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and customers. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.
3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below, with the exception of the Norman Public Library West branch. Maintenance and operations consist of maintaining the interior and exterior of the buildings, the furnishings which are

owned by the City and located inside and outside of the buildings, the grounds on which the buildings are located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: Building and contents policy. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

**C. Mutual Agreement**

The parties to this Agreement understand and agree that the Norman Public Libraries and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

**D. Use of Premises for Purpose Stated**

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

**E. Redecoration and Remodeling**

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

**F. Non-Discrimination**

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee, applicant for employment, or user of public services provided by Pioneer on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

**G. Assignment**

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. Pioneer may sublease any portion of the premises, provided any such sublease space does not exceed 25% of the premises, subject to the provisions herein.

**H. Destruction of Premises**

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

**I. Force Majeure**

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

**J. Term**

The term of this agreement shall be July 1, 2021, through June 30, 2022, and shall be renewable annually upon the written consent of both parties.

**K. Termination for Default**

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

**L. Termination**

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

**M. Redelivery of Premises**

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

**N. Whole Agreement and Amendments**

This written Agreement between the City and Pioneer constitute the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

**O. Entire Agreement**

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

**P. Non-Waiver**

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

**Q. Severability**

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

**R. Notices**

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

City: City of Norman  
 Attention: Darrel Pyle, City Manager  
 201 West Gray  
 Norman, Oklahoma 73069  
 Telephone: (405)366-5402  
 Facsimile: (405)366-5489  
 Email: [city.manager@normanok.gov](mailto:city.manager@normanok.gov)

Pioneer: Pioneer Library System  
 Attention: Lisa Wells, Executive Director  
 300 Norman Center Court  
 Norman, OK 73072  
 Telephone: (405)801-4502  
 Facsimile: (405)801-4516  
 Email: [lwells@pioneerlibrarysystem.org](mailto:lwells@pioneerlibrarysystem.org)

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

[Remainder of page left blank intentionally]

**IN WITNESS WHEREOF**, Pioneer Library System and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY OF NORMAN:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

PIONEER LIBRARY SYSTEM

\_\_\_\_\_  
CHAIR, BOARD OF TRUSTEES

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY