

**MONROE COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES**

**WORK SESSION**

**Wednesday, March 20, 2013**

**5:45 p.m. (immediately following State of the Library Address)  
Meeting Room 1B**

**AGENDA**

1. Call to Order – Valerie Merriam, President
2. 2013 Agreement with El Centro Comunal Latino (page 1-3) – Sara Laughlin
3. Resolution to Declare 1993 Van Surplus (page 4) – Gary Lettelleir
4. Public Comment
5. Adjournment

**AGREEMENT BETWEEN MONROE COUNTY PUBLIC LIBRARY AND EL CENTRO COMUNAL LATINO, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the El Centro Comunal Latino, Inc. (the Latino Community Center), and the Monroe County Public Library (the Library).

WHEREAS, the Library is dedicated to reaching out into the community through on-going outreach activities in an effort to serve Latino community residents; and

WHEREAS, the Library's purpose and goals coincide with El Centro Comunal Latino, Inc. goals for offering services and information to the Latino community, and

WHEREAS, the El Centro Comunal Latino, Inc. and the Library desire to cooperate in the continuation of an El Centro Comunal Latino, Inc. office at the Monroe County Public Library; and

WHEREAS, the Library has the ability to provide office space at the Main Library; and

WHEREAS the El Centro Comunal Latino, Inc. is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW THEREFORE, the parties do mutually agree to continue a mutually beneficial partnership, as follows:

**1. Purpose of Agreement:**

The purpose of this agreement is to outline a program partnership which will provide office space for El Centro Comunal Latino, Inc. within the Monroe County Public Library.

**2. Duration of Agreement:**

The term of this Agreement shall begin January 1, 2013 and run through December 31, 2013. The parties may agree in writing to renew or extend the term of the Agreement.

**3. El Centro Comunal Latino, Inc. agrees to:**

- A. Display the hours that the office is available to the public.
- B. Notify the Library of any office closings within 2 weeks of closing.
- C. Keep and report basic service statistics on a monthly basis to the Library Administration.
- D. Agrees to meet with the Library Administration on an annual basis to discuss the value of the partnership.
- E. Encourage future programming and outreach options that further the goals of each partner.

- F. Include information about the Library in El Centro Comunal Latino, Inc. brochures and publications.
- G. Provide its own supplies for its designated operations on an ongoing basis.
- H. Pay the sum of \$3,600 in quarterly installments of \$900, which shall be due and payable on the first of January, April, July, and October for the succeeding three months.
- I. Represent El Centro Comunal Latino, Inc., in a professional manner and reflect its commitment to quality services and customer satisfaction.

**4. The Monroe County Public Library agrees to:**

- A. Agrees to meet with El Centro Comunal Latino, Inc. staff on an annual basis to discuss operations.
- B. Provide an adequate office space, and equipment and furnishings as needed.
- C. Work with El Centro Comunal Latino, Inc. to provide information on their services via the Library website and provide El Centro Comunal Latino, Inc. staff with access to the Library's website.
- D. Develop programming as needs are identified and staffing allows.
- E. Include information about El Centro Comunal Latino, Inc. in its promotional materials.
- F. Represent the Library in a professional manner and reflect its commitment to quality services and customer satisfaction.

**5. Release of Liability**

El Centro Comunal Latino, Inc. shall release, hold harmless, and forever indemnify the Monroe County Public Library and its officers, employees, agents and assigns from any and all claims which may arise as a result of El Centro Comunal Latino, Inc. activities at, or use of, the Monroe County Public Library. This includes claims for personal injury, property damage, or any other type of claim which might be brought by THE LIBRARY, its employees, agents, or patrons, or any third party.

**6. Insurance**

El Centro Comunal Latino, Inc. shall maintain comprehensive general Liability insurance with coverage for bodily injury per person in any one occurrence and for any one occurrence for all persons in that occurrence, and property damage. El Centro Comunal Latino, Inc. shall notify THE LIBRARY within ten (10) days of any insurance cancellation.

**7. Termination**

Termination by mutual agreement: The parties may terminate this Agreement prior to December 31, 2013 by mutual written agreement. Unilateral termination: In the event that

one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8. Notice**

Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**El Centro Comunal Latino, Inc.**

Becky Perez  
bpeducada@gmail.com

**Monroe County Public Library**

Sara Laughlin, Director  
303 E. Kirkwood Ave.  
Bloomington, IN 47408  
812-349-3050

Representatives for the day to day operational implementation of this agreement are:

**El Centro Comunal Latino, Inc.**

Becky Perez  
bpeducada@gmail.com

**The Monroe County Public Library**

Sue Sater, 349-3050

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

EL CENTRO COMUNAL LATINO, INC.

MONROE COUNTY PUBLIC LIBRARY

\_\_\_\_\_  
President, Board of Trustees  
El Centro Comunal Latino, Inc.

\_\_\_\_\_  
President, Board of Trustees  
Monroe County Public Library

**MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES  
RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS**

**WHEREAS**, the equipment listed below is no longer needed by the library, and

**WHEREAS**, the estimated value of the item(s) listed below is \$1,000 or more and the library has the authority to sell the item(s) at a public auction under IC 5-22-22.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Monroe County Public Library declares the following item(s) surplus and authorizes the sale of the item at a public auction.

Asset #	Description	Purchase Date
400423	Plymouth Voyager Van	1993

ADOPTED THIS 27<sup>th</sup> DAY OF MARCH, 2013

AYE

NAY
