



BOARD OF COMMISSIONERS

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macombcountymi.gov/boardofcommissioners

OCTOBER 20, 2008

NOTICE OF MEETING

There will be a **Regular Meeting** of the **BOARD OF COMMISSIONERS** with a **Special Agenda** on **Monday, October 27, 2008, at 9 a.m.**, on the 9th Floor of the Administration Building, in the Commissioners' Board Room, Mt. Clemens.

SPECIAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda
5. Public Participation

6. Recommendation from Ad Hoc Committee to Make Recommendations for the Charter Commission Budget (to be provided)
(waived by Budget Committee Chair)

7. Operating Agreement for Macomb Library for the Blind and Physically Handicapped with the Suburban Library Cooperative (attached)
(waived by Community Services Committee Chair)

8. **COMMITTEE REPORTS:**
 - a) Special Budget, October 16
 - b) Special Budget, October 21
 - c) Special Budget, October 23(recommendations will be attached to final agenda)

Corinne Bedard
Committee Reporter

MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Andrey Duzj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Phillis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve the operating agreement for the Macomb Library for the Blind and Physically Handicapped with the Suburban Library Cooperative

INTRODUCED BY: Commissioner Kathy Tocco, Chairperson, Community Services Committee

See attached documentation.

COMMITTEE/MEETING DATE

Special Full Board 10-27-08

**MACOMB LIBRARY FOR THE BLIND
AND PHYSICALLY HANDICAPPED
OPERATING AGREEMENT**

This Agreement is entered into on _____, 2008 between the SUBURBAN LIBRARY COOPERATIVE, 44750 Delco Boulevard, Sterling Heights, Michigan, and the MACOMB COUNTY, One S. Main Street, Mt. Clemens, Michigan.

RECITALS

- A. The Suburban Library Cooperative (Cooperative) was established under Public Act 89 of 1977, MCLA 397.551 et seq., (Act 89) to provide library services for its member libraries more effectively and economically than can be provided by libraries acting independently. The Cooperative is a public library as defined in Section 2 of Act 89 (MCLA 3997.552)
- B. Pursuant to Act 89, the Macomb County Public Library receives state aid for the Macomb Library for the Blind and Physically Handicapped (MLBPH) for the purchase of equipment, materials, audiobooks, and training. The Macomb County Public Library provides space and staffing for the MLBPH through its budget.
- C. Macomb County (County) has entered into an agreement with Wayne State University (WSU) whereby WSU will operate the Macomb County Public Library as the Macomb County Research and Reference Center
- D. The County and WSU have agreed that the MLBPH will retain, at a minimum, the same amount of space that the MLBPH currently occupies.
- E. Because the Macomb County Research and Reference Center is not considered a "public library" under Act 89, state aid for the MLBPH through the Research and Reference Center is not available.

- F. As a "public library", the Cooperative is able to receive state aid pursuant to Act 89 for the MLBPH.
- G. Both the County and the Cooperative desire to keep the MLBPH operating at its present location and enter into this agreement whereby the Cooperative will lease space in the Macomb County Research and Reference Center and employees from the County to operate the MLBPH.

AGREEMENT

1. Effective November 1, 2008, the County will terminate its Memorandum of Understanding as a Sub-Regional Library for the Blind and Physically Handicapped (LBPH) with the Library of Michigan and the Cooperative will enter into a new Sub-Regional Memorandum of Understanding with the Library of Michigan to furnish LBPH services. The name of the LBPH will continue to be the Macomb Library for the Blind and Physically Handicapped.
2. The County leases to the Cooperative the right to the use _____ square feet at 16480 Hall Road, Clinton Township, Michigan for solely for providing LBPH services.
3. The Cooperative will not be responsible for any utility charges made against the leased space, including gas, water, sewer, heat and electricity.
4. The Cooperative shall have rights of ingress and egress and the right to use the common spaces, including the loading dock, staff restrooms, staff lounge and exterior areas, such as parking areas, sidewalks and driveways during such times as the Macomb County Research and Reference Center is open.
5. The Cooperative shall be responsible for all materials, equipment and audiobooks that are or will be the property of the MLBPH.
6. The Cooperative will lease 2 librarians, 1 clerk/typist 3, and 1 clerk/typist 2 from the County for the purpose of providing LBPH services. The employees will remain County employees

and the County will be responsible for payment of all wages and fringe benefits and any other benefits afforded to the employees by the applicable collective bargaining agreement, Macomb County Employee Personnel Manual, or law.

7. In consideration for the leased space and employees, the Cooperative will provide LBPH services for Macomb County Residents.
8. This Agreement contains the entire understanding between the parties.
9. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.
10. The parties can amend this Agreement only by a written document signed by both parties.
11. A party cannot assign this agreement or any right or obligation under the Agreement without the prior consent of the other party. If this Agreement is properly assigned, then it will bind and benefit the successors and assigns of the parties.
12. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
13. All liability to third parties, loss or damages, demands, costs or judgments arising out of activities to be carried out by the Cooperative under the terms of this agreement shall be the responsibility of the Cooperative if the liability, loss, or damages are caused by, or arise out of, the actions or failure to act on the part of Cooperative or anyone directly or indirectly employed by the Cooperative.
14. Nothing contained in this agreement shall be construed as a waiver of any governmental immunity on the part of the Macomb County, its officers, or employees as provided by statute or court decision.

MACOMB COUNTY

SUBURBAN LIBRARY COOPERATIVE

By: _____

By: _____