Sacramento Public Library Authority

July 22, 2010

Agenda Item 8.0: Three-Party Agreement – Robbie Waters Pocket-Greenhaven Library

TO: **Sacramento Public Library Authority Board Members**

FROM: **Rick Teichert, Deputy Director of Support Services**

RE: **Three-Party Agreement – Robbie Waters Pocket-Greenhaven Library**

RECOMMENDED ACTION(S):

1. **Approve** a Memorandum of Understanding between the City of Sacramento, the Sacramento City Unified School District and the Sacramento Public Library Authority regarding the School of Engineering and Sciences, Robbie Waters Pocket-Greenhaven Library, Sojourner Truth Park, and Related Improvements.

2. **Authorize the** Library Director to finalize and sign all documents related to this three-party Memorandum of Understanding within the approved terms.

REASON FOR RECOMMENDATION

For the past several years, the City of Sacramento (the "City"), Sacramento Public Library Authority (the "Authority"), and the Sacramento City Unified School District (SCUSD) have planned to establish a 15,000 square foot joint use library facility located in the Pocket-Greenhaven neighborhood adjacent to the School of Engineering and Sciences and Sojourner Truth Park. The school and park are now open and operating and the library will open in August 2010.

Staff recommends that the Authority Board approve the three-party Memorandum of Understanding (MOU) between the City, the Authority, and SCUSD, which defines the rights and responsibilities of all parties with respect to the maintenance, operation and joint use of the Improvements so as to maximize the community's enjoyment of these resources, and commits the Authority to operate library services in the new facility.

Three-Party Memorandum of Understanding

The proposed three-party MOU establishes a framework for the operation of the library in the Pocket-Greenhaven neighborhood. The three-party agreement requires a companion two-party agreement between the Authority and SCUSD to define certain relevant operating issues between those two parties.

Significant issues outlined in the MOU are:

- The City entered into a Ground Lease with SCUSD for the library site, which the proposed MOU incorporates as an attachment.

- The MOU defines shared use of the athletic fields, parking lots, school, and library.
- The MOU delineates responsibilities for maintenance and repair of the facilities and equipment.
- The MOU addresses how capital replacement and improvement costs will be shared between the City and SCUSD. The Authority is not responsible for capital improvements.
- The MOU defines the sharing of water utility costs.
- The Authority is responsible for the hours and days of library operation, and for the development of the policies and the management, supervision, staffing, administration, and operation of the library.
- Library use by the SCUSD and members of the public is to be set forth in a separate two-party agreement between SCUSD and the Authority.
- The MOU defines the insurance and indemnity requirements of all parties.

FISCAL IMPACT

The areas of financial responsibility for each party are defined in the three-party Memorandum of Understanding. Based on limited resources at the time of this agreement, no additional resources are committed other than those required to operate the library five days and 36 hours per week. The library branch operating costs are included in the Authority's FY 2010-11 Proposed Budget.

ATTACHMENT (TO BE DELIVERED)

Exhibit A: Memorandum of Understanding between the City of Sacramento, the Sacramento City Unified School District and the Sacramento Public Library Authority regarding the School of Engineering and Sciences, Pocket Library, Sojourner Truth Park, and Related Improvements.