



Sacramento Public Library Authority

May 27, 2010

Agenda Item 9.0: Two-Party Agreement – Robbie Waters Pocket-Greenhaven Library

TO: Sacramento Public Library Authority Board Members

FROM: Rick Teichert, Deputy Director of Support Services

RE: Two-Party Agreement – Robbie Waters Pocket–Greenhaven Library

RECOMMENDED ACTION(S):

1. **Approve** a Memorandum of Understanding between the Sacramento City Unified School District and the Sacramento Public Library Authority regarding the School of Sciences and Engineering and Robbie Waters Pocket-Greenhaven Library.
2. **Authorize the** Library Director to finalize and sign all documents related to this two-party agreement 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 Sciences and Engineering. The school is now open and operating and the Library will open in August 2010.

Staff recommends that the Authority Board approve the two-party Memorandum of Understanding (MOU) between the Authority and SCUSD, which defines the rights and responsibilities of each party with respect to the use of the library by the school and the public. The agreement establishes the cooperative framework for the library and the school to maximize opportunities to work together to share facilities, equipment and other resources for the maximum benefit of the public and students.

Two-Party Memorandum of Understanding

The proposed two-party MOU establishes a framework for the operation of the library located in the City of Sacramento’s Pocket-Greenhaven neighborhood. The agreement considers the co-location of the library with the school and encourages opportunities to make facilities, equipment and resources available to each other where the opportunities make economic sense for both parties. The two-party MOU is contingent on a parent three-party MOU being approved and remaining intact. The three-party agreement addresses common issues, partnerships, resource sharing, as well as defining other key operating relationships between the Authority, SCUSD, and the City. The three-party agreement requires this companion two-party agreement between the Authority and SCUSD to define certain relevant operating issues between the two parties.



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The structure of the two-party agreement allows the Library Director and the School Superintendent to supplement the agreement with documented partnership letter agreements as opportunities to provide joint services and to leverage use of facilities, resources and equipment are identified and financially feasible.

Significant issues outlined in the Agreement are:

- The Library Authority, and its authorized agents, have full authority for the hours and days of library operation, development of policies and the management, supervision, staffing, administration, operation, maintenance and repair of the library.
- The Parties may agree to further terms and conditions related to student-centered programs, activities, or services, as specified in the two-party agreement, if resources and funding become available in the future.
- Shared issues related to programs, funding, and operations may be resolved by agreements to be executed by the Library Director and the Superintendent, or their designees, and will become Addenda to this two-party agreement.
- The agreement defines the sharing of electric utility costs.
- The library will be operated as a public library that also serves as a special resource to the school and its students within funding limits.
- The Library Authority accepts no responsibilities or duties to the school or its students above those which the Library Authority owes to the public generally, whether during school hours or otherwise.
- The Parties agree to cooperatively meet, resolve and develop written policies and procedures related to shared and overlapping areas of operations as defined in the two-party agreement.

FISCAL IMPACT

The areas of financial responsibility for each party are defined in the two-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 Sacramento City Unified School District and the Sacramento Public Library Authority regarding the School of Sciences and Engineering and Pocket Library.