

**MEMORANDUM OF AGREEMENT
BETWEEN HARRISON MEMORIAL LIBRARY BOARD OF TRUSTEES
AND THE CITY OF CARMEL-BY-THE-SEA**

The parties seek to solidify their longstanding and mutually beneficial relationship by entering into this Memorandum of Agreement ("Agreement") which supersedes the agreement between the parties dated June 2, 1987 and amended April 9, 1992. The Harrison Memorial Library Board of Trustees ("HML") and the City Council of the City of Carmel-by-the-Sea ("City") agree to the following:

1. **PURPOSE.** The purpose of this Agreement is to define the respective powers and duties of the parties with respect to the control, operation and funding of the Harrison Memorial Library main building and Park Branch, in light of the provisions of Chapter 5, Part 11, Division 1, Title 1 of the California Education Code.

2. **POWERS AND DUTIES OF THE PARTIES.** Except to the extent this Agreement explicitly assigns specific powers and duties to HML or the City, each party shall have those powers and duties assigned to it by Education Code § 18900 - 18965. Provided, however, the parties further agree as follows:

A. Capital Improvement, Maintenance. City shall continue to pay for reasonable and necessary maintenance services and capital improvement funding for the Harrison Memorial Library main building and Park Branch. For the purposes of this sub-section "maintenance" shall include custodial and grounds-keeping services and the provision of necessary supplies for on-going operation of the library.

Capital improvements and maintenance for the library facilities will be budgeted and paid for by City as needed as part of the annual City budget. An estimate of these needs includes:

1. Painting, exterior and interior, every ten years;
2. Carpets, replace every ten years, and repair/clean as needed;
3. Wooden furniture, refinish every ten years, and repair/clean as needed;
4. Upholstered furniture, recover every ten years, and repair/clean as needed;
5. Equipment (e.g., air conditioning, furnace, lights, and other fixed assets) and supplies intended for ongoing consumption such as janitorial and restroom supplies; and the like, to be provided on an as needed basis.

B. Personnel Costs. The parties acknowledge that all Library personnel are employees of City. The City shall continue to fund all personnel costs associated with operating the libraries at service levels which meet the public use needs of the libraries as defined by HML ("service level needs"). Personnel costs include salaries, benefits, cost-of-

living and union negotiated increases. The parties agree that current service level needs are:

1. Eight full time positions, four of which require Masters of Library Science (defined as one Library Director and three Librarian II positions);
2. Seven part time positions, three of which require Masters of Library Science (defined as Librarian I positions); and
3. Six on-call Library Assistants to cover for illness and vacations.

C. Service Level Determination. If HML determines that the service level needs of the libraries require additional positions beyond those described above and if City has funds available to pay for such positions, City shall fund the additional positions. If City does not have funds available to pay for such additional positions, HML may develop private funding sources for same, and provide restricted funds to City for use solely to add the personnel positions required by HML. Such private funds shall only be used to pay for additional library personnel and shall not be used by City for any other purpose. It is understood that such private funds shall only be used to augment City funding and shall not be applied to cover personnel costs that City is obligated to pay pursuant to the service level needs agreed to above.

D. Additional Funding from Non-public Sources. HML shall continue to use its reasonable best efforts to develop funding through charitable donations, whether from the Carmel Public Library Foundation or other sources. As set forth in Section 2C, above, such additional funding shall supplement, not replace, funding provided by City for capital improvements, maintenance, and operational needs of the libraries including personnel costs, and City shall not decrease or withdraw its funding as a consequence of the development of private funding.

3. FINANCIAL EMERGENCIES. The parties understand that fiscal emergency situations may arise which require the City to lay off City employees and cut services. Should such a fiscal emergency occur which requires the City to lay off City employees and cut services, the impact upon library services of such lay-offs and cuts shall be no more severe, in kind and quantity, than upon any other City service not involving police or fire suppression. In such circumstance, HML may provide private funding, on a temporary basis, by providing restricted funds to City to be used solely for the purposes specified by HML in connection with library operations. If private funding is provided it shall not relieve City of its obligations to properly staff and maintain library services and buildings as set forth in Section 2, above, and shall only be provided by HML to maintain library service levels during fiscal emergency situations.

4. LIBRARY PROPERTY. The HML Park Branch building and all land surrounding it, including landscaping, driveways, reserved library staff parking (four (4) marked spaces), walkways, etc., will be preserved for library uses, under the management, supervision and control of HML. HML acknowledges that the current nineteen marked public parking spaces and travel lanes to the nineteen designated spaces shall continue to be used for public parking purposes.

5. **RESERVED LIBRARY STAFF PARKING.** Four (4) parking spaces at the HML Park Branch shall be reserved for use by library staff. If possible, City shall also set aside six (6) reserved parking spaces for patrons and three (3) reserved parking spaces for library staff that are conveniently located for use by library patrons and staff near the Harrison Memorial Library main building.

6. **TERM.** This Agreement shall remain in full force and effect so long as City has public libraries pursuant to Chapter 5, Part 11, Division 1, Title 1 of the Education Code; provided, however, that each three years hereafter the parties shall meet and confer regarding the need (if any) to amend this Agreement.



President, Board of Trustees

Harrison Memorial Library

April 23, 2008

Date



Mayor

City of Carmel-by-the Sea

April 18, 2008

Date

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2008-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE
SEA ENTERING INTO A NEW MEMORANDUM OF AGREEMENT WITH THE
HARRISON MEMORIAL LIBRARY BOARD OF TRUSTEES

WHEREAS, in 1992 the City Council and the Harrison Memorial Library Board of Trustees entered into a Memorandum of Agreement regarding maintenance, operation and capital improvement costs; and

WHEREAS, the parties seek to revise said Agreement and to make it current with actual practice and conditions and to include provisions for developing private funding to augment current service levels;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES:

1. Approve the attached Memorandum of Agreement.
2. Authorize the Mayor, on behalf of the City, to execute the Memorandum of Agreement

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of April, 2008, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS

SIGNED:

SUE McCLOUD, MAYOR
City of Carmel-by-the-Sea

ATTEST:

Heidi Burch
City Clerk