



STAFF REPORT

TOWN COUNCIL MEETING OF AUGUST 9, 2016

To: Town Council

From: Town Manager

Subject: Adopt Resolution Authorizing Memorandum of Understanding with the Friends of the Loomis Library, pertaining to the management of the Loomis Community Learning Center and potential Municipal Library

Date: July 28, 2016

RECOMMENDATION:

Hear staff presentation, Open Public Hearing and Adopt Resolution for Memorandum of Understanding (MOU) with the Friends of the Loomis Library, for Operation of the Loomis Library Building.

DISCUSSION:

At previous discussions regarding the operations of the Loomis Library building, it was represented that the non-profit Friends of the Loomis Library would enter into a Memorandum of Understanding (MOU) to assist operating the Loomis Library building. On June 21, 2016, the Placer County Board of Supervisors approved a 10-year lease with the Town of Loomis for the Library Building. An executed lease with the County should be completed by the August 9, 2016 Town Council meeting. It is anticipated that the Town will take possession of the Library building on September 1, 2016.

In anticipation, staff is requesting the Town Council to adopt, by Resolution, the attached MOU for operation of the Loomis Library building effective September 1, 2016 through December 31, 2016. Following the November 2016 election, provided the ballot measure passes, a more refined MOU will be brought back to the Town Council for adoption.

CEQA :

The proposed actions are exempt from CEQA.

FINANCIAL IMPLICATIONS:

There are no direct financial impacts to the Town at this time.

TOWN OF LOOMIS

RESOLUTION NO. 16 –

A RESOLUTION OF THE TOWN OF LOOMIS IN SUPPORT OF THE LOOMIS LIBRARY BUILDING AND PROVIDING FOR OPERATION OF SUCH BUILDING

WHEREAS, the Town of Loomis became aware of the recommendation to close the Loomis library at a "Friends of the Library" meeting on February 26, 2015 and through the local Loomis News that same day; and

WHEREAS, the Town of Loomis Library has been used by the citizens of Loomis since before the Town's incorporation in 1985; and,

WHEREAS, small Town Libraries are often more valuable in many ways than larger City Libraries as they provide a variety of diverse services, and

WHEREAS, the Loomis Library serves as a community gathering place, is a hub/core of our community, helps teach our youth important life lessons, is where home school teachers meet with their students, is where those without access to computers or the internet can go, is a place where Story Time is enjoyed by toddlers and preschoolers weekly, and;

WHEREAS, the Loomis Town Library is located within walking distance of downtown, and

WHEREAS, the Loomis Library Building has been granted a lease to the Town of Loomis by the Placer County Board of Supervisors until 2026 for use as a community learning center and a municipal library,

NOW THEREFORE, BE IT RESOLVED by the Town Council, of the Town of Loomis, State of California, that the Town Manager is hereby authorized to execute, on behalf of the Town of Loomis, a Memorandum of Understanding between the Town of Loomis and the Friends of the Library, Loomis, pertaining to the management of the Loomis Library and Community Learning Center and pertaining to fundraising and general support by the Friends, effective September 1, 2016 through December 31, 2016, dated _____.

PASSED AND ADOPTED this 9th day of August by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brian Baker, Mayor

ATTEST:

Town Clerk

Memorandum of Understanding Between the Town of Loomis and The Friends of the Loomis Library September 1, 2016—December 31, 2016

PREAMBLE

The Town of Loomis ("Town") and the Friends of the Library, Loomis ("Friends"), by this Agreement intend to formulate and maintain a cooperative working relationship whereby the Friends will operate the Loomis Library and Community Learning Center ("Library") and will conduct fundraising activities for the benefit of the Library. The term of this Agreement shall be from September 1, 2016 through December 31, 2016 and shall be renewable and/or amended upon mutual written agreement by the parties.

Accordingly, the Town and the Friends mutually agree to the following:

Section 1: General Understandings between TOWN and FRIENDS:

- 1.1 The Friends is a California non-profit corporation that has been recognized by the federal government as a charitable organization as described in section 501(c)(3) of the Internal Revenue Code, and whose mission is to support the Loomis Library and Community Learning Center. The Friends will remain a corporation in good standing with the California Secretary of State and will provide to the Town a copy of their annual Form 990 filed with the Internal Revenue Service.
- 1.2 The Library is located at 5060 Library Drive, Loomis, California. The building and grounds are owned by Placer County and leased to the Town of Loomis. The Friends are familiar with the building, the collection, and patrons who use this facility.
- 1.3 The Town has an obligation to the public to ensure that transactions by which the Town acquires resources or allows its resources to be used by others are appropriately accounted for and subject to full and proper disclosure.
- 1.4 Annual support by the Friends to the Library as described herein will not impact the funding to the Library from the Town General Fund under Ballot Measures F and G (November 2016 election) or other Town funding.

Section 2: Operation of the Loomis Library and Community Learning Center

2.1 Transition Period

- 2.1.1 The Friends will develop policies and procedures for efficient and effective operation of the Library.
- 2.1.2 The Friends will provide interim volunteer staffing until a Library Director or other employee staffing can be hired.
- 2.1.3 The Friends will provide training sessions to the Friends members pertaining to the collection, procedures, and programs. The Friends will provide subsequent training to members and other volunteers as needed.
- 2.1.4 Town Facilities staff will provide to the Friends contact information related to the Building, for both regular business hours and off-hours.

2.2 Programming

- 2.2.1 The Friends and/or Town Library may hold programs of community interest at the Library or other facilities.
- 2.2.2 The Friends will continue to hold book sales, selling used library books and donated books and other related items. Funds from the sale of these books are used to purchase books and materials for the Library and to help support Friends activities and programs.

2.3 Confidentiality Agreement

Any person working at the Library will sign the "Confidentiality of Customer Records Policy Agreement."

2.4 Library materials

- 2.4.1 The Friends will maintain an inventory of the Collection of books, audio books, CDs, DVDs, and other items.
- 2.4.2 All Library materials and furnishings are the property and responsibility of the Friends.
- 2.4.3 The Friends will exercise all reasonable care to maintain and preserve the contents of the Collection.
- 2.4.4 The Friends may purchase or receive by donation, materials to be added to the Collection.
- 2.4.5 The addition of materials to the Collection will be subject to the approval of the designated employee or volunteer(s). The Friends will continuously review the collection to make room for new materials, to insure that the collection is relevant to the community, up to date, and in good condition.
- 2.4.6 The Friends will catalog and process library materials.
- 2.4.7 The Friends will pay for all routine office expenses.

2.5 Facilities and Equipment

- 2.5.1 An inventory of the furnishings and equipment present at the-Library will be established and maintained.
- 2.5.2 All Library equipment will be maintained by the Friends in good operating order. The Friends will be responsible for purchasing all required toner, paper and related supplies for this equipment.
- 2.5.3 The Friends may charge Library patrons for use of Library equipment in order to recover the cost of maintaining the equipment, such as copy machines.
- 2.5.4 The Friends will maintain the interior spaces of the Building in a manner consistent with good housekeeping and prudent attention to the safety of persons.
- 2.5.5 The Town will provide janitorial services to the Library building.
- 2.5.6 The Town will be responsible for maintenance and repair of the building and grounds, including but not limited to, landscaping; electrical, plumbing and mechanical systems, fire alarm and sprinkler systems.
- 2.5.7 The Friends will identify to the Town those individuals who will have access to Town facilities during non-operating hours. The Town has the right to exclude the access of any individual from Town facilities.
- 2.5.8 The Town will maintain fire and casualty insurance on the building and grounds. The Friends will maintain fire and casualty insurance on the contents.
- 2.5.9 The Friends will pay for all utilities, except trash pick-up, for the building, including telephone service, gas, electrical service, water and sewer service. The Town will provide for trash pick-up.
- 2.5.10 The Friends will contract directly with an internet service provider.

- 2.5.11 The Friends will handle reservations and rental of the Jesse Helms Community Room in accordance with policies acceptable to the Town. Rental fees for the room will belong to the Friends, in support of the Library and programs.

Section 3: Fundraising and General Support by the Friends of the Loomis Library

- 3.1 The Friends, consistent with their chartered purpose, will raise funds in the community through used book sales and other activities for the benefit of the Library. All handling of funds so raised will be the responsibility of the Friends.
- 3.2 The Friends will submit to the Town Council an annual financial report and adopted budget and service plan, and other reports as requested.
- 3.3 Notwithstanding the other provisions of this Agreement, the Town acknowledges and affirms that all decisions regarding the expenditure or disbursement of any and all funds raised or held by the Friends in any manner, are entirely, and solely, the responsibility of the Friends Board of Directors. Nothing in this Agreement is intended to, nor will in any manner, delegate that responsibility to the Town or any other entity.

Section 4: Terms and Conditions

- 4.1 In providing services hereunder, the Friends, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of Town.
- 4.2 **Commercial General Liability Insurance:** Friends shall maintain a policy of Commercial General Liability Insurance, broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in an amount no less than \$1 million and shall provide to Town proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
- (i) An endorsement naming Town as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Memorandum;
 - (ii) A provision that said insurance shall be primary and other insurance maintained by the Town of Loomis shall be excess only and not contributing with the Friends' insurance; and
 - (iii) A provision that said insurance shall provide for thirty (30) days written notice to Town of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days).
- 4.3 **Automobile Liability Insurance:** For each vehicle used, including non-owned and hired automobiles, Friends shall provide proof of liability insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:
- 4.3.1 Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in an amount no less than \$1 million;
- 4.3.2 Automobile liability insurance shall also include:

- (i) An endorsement naming Town as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Memorandum;
- (ii) A provision that said insurance shall be primary and other insurance maintained by the Town of Loomis shall be excess only and not contributing with the Friends' insurance; and
- (iii) A provision that said insurance shall provide for thirty (30) days written notice to Town of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days).

4.4 **Worker's Compensation:** Any volunteer working under the direction of the Friends will be covered under a Volunteer Workers Compensation policy.

In the event the Friends employ paid staff in the operation of the-Library, the Friends warrant that they will comply with the provisions of the California Labor Code, requiring their organization to be insured for worker's compensation liability or to undertake a program of self-insurance therefor, and that they will provide the Town documentation of such coverage.

4.5 **Miscellaneous Insurance Provisions:** All policies of insurance required by this Memorandum of Understanding ("MOU") shall remain in full force and effect throughout the life of this MOU and shall be payable on a "per occurrence" basis unless Town specifically consents to "claims made" coverage. If the Town does consent to "claims made" coverage and if the Friends changes insurance carriers during the term of this MOU or any extensions hereof, then the Friends shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Town, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

4.6 **Indemnity:** Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the Town and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and reasonable attorney fees) arising under this Agreement which result from the negligent fact, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of Town or its officers, officials, employees, agents and volunteers.

4.7 All required insurance is to be in place by September 1, 2016.

4.8 **Amendments.** This MOU may be amended upon mutual written agreement by the parties.

4.9 **Termination:** Either party may terminate this MOU for any reason, or without cause, by giving thirty (30) calendar days written notice to the other.

4.10 **Notices:** Any notices required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be delivered to:

If to Town: Rick Angelocci, Town Manager, 3665 Taylor Road, Loomis CA 95650

If to Friends: Bonnie London, President, Friends of the Loomis Library, 5060 Library Drive, Loomis CA, 95650.

