

Planning Phase Form C: Sample Memorandum of Agreement with City

Memorandum of the Understanding *Between the City _____ of and* *the _____ Public Library Board of Trustees*

The City Council of the City of _____ does hereby state that upon the establishment of the _____ Public Library District it intends to proceed as follows, contingent upon the agreement of the Board of Trustees of the _____ Public Library District.

Name Change

Under the order made by the County Commissioners of _____ County on _____ [date], declaring the _____ Public Library District established, the heretofore entity known as the _____ Public Library will be known as the _____ Public Library District.

Board of Trustees

Upon the establishment of the _____ Public Library District, the Board of Trustees of the _____ will be disbanded. The first Board of Trustees of the _____ will be appointed by the County Commissioners of the following county or counties _____.

Staff

The _____ Public Library staff will be transferred for employment by the _____ Public Library District as of _____ [date].

Staff Benefits

Upon transfer of the staff of the _____ Public Library to the _____ Public Library District, the _____ Public Library District will assume payment of all premiums for personnel benefits, according to the written personnel policy of the _____ Public Library District.

Property

Option 1. Lease: The City/County of _____ will lease the library building and the land upon which it is located for \$ _____ per year to the _____ Public Library District, beginning _____ [date]. Personal property and financial assets will be transferred to the _____ Public Library District upon its establishment.

Option 2. Sale: The City/County of _____ will sell the library building and the land upon which it is located for a sum of \$ _____ to the _____ Public Library District on _____ [date]. Personal property and

financial assets will be transferred to the _____ Public Library District upon its establishment. Board of Trustees.

Option 3. Transfer: The City/County of _____ will transfer the library building, the land upon which it is located, personal property and financial assets to the _____ Public Library District upon its establishment.

Bookkeeping

The _____ Public Library District will assume all bookkeeping responsibility for its funds as of _____ [date].

Usable Fund Balance

The City/County of _____ will make a payment to the _____ Public Library District in _____ [month] and again after the finalization of the audit for _____ [year] of any funds left in the city library account.

Revenues

Option 1. The City/County of _____ agrees to support the library with a budget of \$_____ during the first year of operation of the _____ Public Library District (that year during which the _____ Public Library District cannot make a levy because it is not yet on the tax rolls).

Option 2. The City/County of _____ agrees to support the library with a property tax levy of _____ during the first year of operation of the _____ Public Library District (that year during which the _____ Public Library District cannot make a levy because it is not yet on the tax rolls).

Revenues received by the City/County of _____ for library services (including budgeted funds and donations) through _____ [date] will be paid to the _____ Public Library District monthly. Back taxes having been levied for the library will be paid as received by the city.

*Additional terms could include specifying which entity will assume responsibility for risk management, liability, insurance, etc.