

South Bay Cities Council of Governments

May 26, 2016

TO: SBCCOG Board of Directors
FROM: Jacki Bacharach, SBCCOG Executive Director
RE: Extension of Agreement with Torrance Public Library

Adherence to Strategic Plan

Goal A: Environment, Transportation, and Economic Development. Facilitate, implement and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay.

BACKGROUND

In 2013, the SBCCOG and Torrance Public Library entered into an agreement to house a small collection of reference books and resource materials on energy efficiency practices, water conservation, transportation options, climate action planning, and recycling measures (“Collection”) that were previously at the South Bay Environmental Services Center at the Katy Geissert Civic Center Library (“Library”). The purpose was to give the public better access and thereby create a deeper appreciation and understanding of environmental issues, programs and available services. The Library agreed to house this collection in accordance with policy and procedures for general circulating collections.

At the April 24, 2014 SBCCOG Board of Directors Meeting, the Board approved an extension to the Memorandum of Understanding between the SBCCOG and the City of Torrance Public Library from the one-year term of the pilot project adding two additional years.

As of April 6, 2016, 24 titles have been checked out 33 times since the last steering committee update at the July 2015 meeting. Books on California native plant gardening are the most popular books checked out; energy efficiency practices, water conservation, and solar are the subject’s other books checked out.

RECOMMENDATION

Approve the amendment to the MOU with the City of Torrance Public Library for a three-year period from July 1, 2016 to June 30, 2019.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is dated as of May 26, 2016, by and between the South Bay Cities Council of Governments (SBCCOG), a joint powers authority organized and existing pursuant to the laws of the State of California, and the City of Torrance, a California municipal corporation, ("City"), organized and existing pursuant to the laws of the State of California. SBCCOG and the City shall collectively be referred to herein as the "Parties."

SBCCOG owns a collection of reference books and resource materials on energy efficiency practices, water conservation, transportation options, climate action planning, and recycling measures ("Collection") that are housed at the South Bay Environmental Services Center, a major program of the SBCCOG.

SBCCOG desires to have the Collection housed at the Katy Geissert Civic Center Library ("Library"), so the public can gain better access and thereby create a deeper appreciation and understanding of environmental issues, programs and available services. The Library will house this collection in accordance with policy and procedures for general circulating collections.

SBCCOG desires to have the collection available to the public as it represents a significant educational resource for its citizens. Therefore, the parties agree that SBCCOG will lend the Collection to the City, and the City will lend the Collection from the Library on the following terms and conditions:

1. SBCCOG will retain ownership of the Collection.
2. SBCCOG shall at its cost, inventory, appraise and otherwise prepare the Collection for the Library. When the inventory is completed, SBCCOG shall provide a copy to the City in writing and that inventory shall be attached to the executive copy of this agreement and shall become part of it. The Library will prepare the collection for circulation with catalog records, and appropriate barcodes and property stamps.
3. SBCCOG may add to the Collection at any time and deliver the additional resources to the Library, amending the inventory list to include the additional resources as property of the SBCCOG.
4. City shall provide the long-term care and protection of the Collection following the policies and guidelines in place for the general circulating collections. Absent the City's written agreement to the contrary, the City need only provide the Collection such care, protection, maintenance and self-insurance as the City provides for its own materials. The SBCCOG appraisal shall be used for insurance purposes. It is understood the City is self-insured. In case of damage or theft the Library will use all methods used for general collections to recover the item. The Library will report to SBCCOG if items are lost, damaged, or stolen.
5. City staff will implement this collection in accordance with all internal policies and procedures for general collections. If the City changes procedures, SBCCOG shall be given written notice and opportunity to withdraw from the partnership at any time.
6. City library staff will administer the lending process of the Collection at no expense to the SBCCOG.
7. This Agreement shall be effective when it is signed on behalf of both parties and SBCCOG delivers the Collection to the City.
8. The term of this MOU shall commence on July 1, 2016 and expire on June 30, 2019.

9. Should either party wish to withdraw from the partnership the items will be withdrawn from the Library collection and returned to the SBCCOG. It is understood that barcodes, property stamps, or other physical additions to the items required for circulation may not be removable by the City.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day and year first above written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Jim Gazeley, Chair, Board of Directors

ATTEST:

Secretary

APPROVED AS TO FORM:

Michael Jenkins, Legal Counsel

CITY OF TORRANCE

Patrick J. Furey, Mayor

ATTEST:

Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

John L. Fellows, City Attorney