

# South Bay Cities Council of Governments

June 27, 2013

TO: SBCCOG Board of Directors

FROM: Steering Committee

SUBJECT: SBESC Lending Library

## BACKGROUND

At the April 8, 2013 Steering Committee Meeting, the South Bay Environmental Services Center (SBESC) staff was directed to develop a written MOU with the City of Torrance Public Library for the SBCCOG Board approval that describes the lending agreement as a pilot project for a one year period. The following MOU has been developed in conjunction with Hillary Theyer, City Librarian, City of Torrance, and has received legal review from the city attorney as well as from Michael Jenkins for the SBCCOG.

## APPROACH

As agreed, the approach is for the SBESC to temporarily donate our collection (45-50 books) to the Torrance Public Library. The library staff would affix a bookplate, "donated by..." and shelve the books accordingly in the respective areas throughout the library. The lending process would be administered by the library staff at no expense to the SBCCOG.

Physical markings would be put on the books:

- Stamp across the tops of the pages (visible from the top with the book closed) – this is to prevent people from stealing the books and simply razoring out the front page –
- On front page or title page – barcode, stamp for Katy Geissert Civic Center Library
- Hidden inside – security strip
- Plus various pencil marks for cataloging – but those would erase

If we took our books back, the stamps could not be removed – they could be covered with a white label. The barcode may come out, but more likely it would be covered with a label. The security strip shouldn't be a problem we installed a magnetic system in your location. The stamp across the top that would stay, unless we chose to use a marker and line it out, in which case it would have a black line across the top.

## RECOMMENDATION

That the Board approve the MOU with the City of Torrance Public Library for a lending agreement of SBCCOG materials for a pilot period of one year.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is dated as of June \_\_\_\_, 2013, 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. This Agreement is considered a twelve month pilot project. The term of this MOU shall commence on July 1, 2013 and expire on June 30, 2014.

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**

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Ralph L. Franklin, Chair, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Name

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Jenkins, General Counsel

**CITY OF TORRANCE**

\_\_\_\_\_  
Frank Scotto, Mayor

**ATTEST:**

\_\_\_\_\_  
Sue Herbers, City Clerk

**APPROVED AS TO FORM:**

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John L. Fellows, City Attorney