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## 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

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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.