

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jennifer Mellon, Senior Management Analyst 

DATE: January 26, 2009 (CC meeting of February 4, 2009)

SUBJECT: Consider Agreement with the Moorpark Friends of the Library

DISCUSSION

The Moorpark Friends of the Library (Friends) organization has had an informal relationship with the City of Moorpark since the City took over Library operations in January 2007. Staff wishes to formalize this arrangement by entering into an agreement with the Friends which will outline the understood obligations of both parties.

Within the agreement, Moorpark Friends of the Library agree to maintain their non-profit status, support the library through sponsorship of events, fundraising, book sales, and event promotion by use of volunteers and their fund balance. The agreement also outlines obligations of the friends to provide notice of meetings, agendas, written requests for procurement of items that will be housed at the library, and a membership for statistical purposes.

The City agrees to provide book sale space, meeting space, and promotion of Friends sponsored events as well as collect book sale monies, and assist when possible with their events. There is also standard hold harmless and indemnification language in the agreement.

FISCAL IMPACT

There is no fiscal impact.

STAFF RECOMMENDATION

Approve the Agreement with the Moorpark Friends of the subject to final language approval by the City Manager and City Attorney.

Attachment 1 – Agreement

**AGREEMENT
BETWEEN THE CITY OF MOORPARK, A MUNICIPAL CORPORATION AND THE
MOORPARK FRIENDS OF THE LIBRARY, A NONPROFIT ORGANIZATION**

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and "Moorpark Friends of the Library" a non-profit organization, hereinafter referred to as "Friends".

W I T N E S S E T H:

WHEREAS, the City owns and operates the Moorpark City Library, a free, public library providing resources to the community; and,

WHEREAS, the Friends of the Moorpark Library are a corporation whom advocate on behalf of the Moorpark City Library with their primary goal to support the Moorpark City Library through advocacy and financial contributions.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall be from the date this Agreement is executed until terminated as set forth below by either party. This Agreement may be terminated or suspended, with or without cause, by either party with five (5) days written notice of such termination or suspension to the other party.

2. **Obligations of Moorpark Friends of the Library.** Friends will at all times remain as to City a wholly independent organization. City shall not have control over the conduct of Friends nor shall Friends at any time or in any manner represent that any of its officers or members are in any manner employees or officials of the City. Friends agree to the following:

- A. Maintain their 501-C3 non-profit organizational status
- B. Support the Moorpark City Library through, but not limited to:
 - Sponsorship of children's, teen, and adult programs.
 - Fundraising to enhance the Library materials collection.
 - Book sales with all proceeds funding Library enhancements.
 - Promotion of sponsored events and dissemination of Friends related information throughout the community.
- C. Meet regularly, no less than four (4) times per year, with Friends to discuss ongoing Library needs.
- D. Spend all proceeds received for the benefit of the Moorpark City Library or for specific items for the Friends organization that indirectly benefit the Library or the Friends group in its ability to maintain and increase membership of the Friends.

E. Promote their programs through all available avenues and hold annual membership drives.

F. Include City in all meeting notifications and provide City a copy of meeting agenda not less than 72 hours prior to the date of the meeting and with a copy of prior meeting minutes and any written reports.

G. Submit, in writing 30 days in advance, all requests to hold any activities within the Moorpark City Library or on the Library grounds to the City for review and approval.

H. Agree to submit written requests to the City for approval before procuring items for use within the Library.

I. Provide the City with membership demographic and statistical information including such information as number of members, type of members, numbers of resident and non-resident members upon written request by City.

J. Friends shall not discriminate against any person because of sex, race, color, creed, national origin, sexual orientation, age or disability. Friends shall comply with the American's with Disabilities Act.

3. Obligations of City. City agrees to the following:

A. Provide Friends with space to sell used books at the Moorpark City Library. The size and location of the space provided shall be at the City's sole discretion.

B. Display Friends organization and event information within the Library and at City events at City's sole discretion.

C. For events and activities that support the Friends mission and the City Library, City will at its discretion announce Friends and City co-sponsored activities on the Moorpark City Library website; in the City quarterly newsletter; and up to twice yearly in the refuse bill inserts.

D. Provide Friends with location, at no charge, to hold meetings about Friends business with meeting location, date, and time provided at the City's sole discretion. City may cancel or relocate meetings to accommodate City functions with no less than 24 hours notice.

E. Meet regularly, no less than four (4) times per year, with Friends to discuss ongoing Library needs.

F. For benefit of Friends, Library staff shall collect and secure monies generated from the Friends daily book sale efforts within the Library and make available to friends for pick up on a regular basis during normal business hours, at the Library.

G. Assist with special book sale events by providing tables, space if available, and other possible assistance as requested by Friends. City will not provide transport services.

4. Hold Harmless and Indemnification.

A. Friends agree, to the fullest extent permitted by law, to indemnify and hold harmless City, its officials, employees, and agents and Library Systems and Services, LLC (LSSI) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Friends action's negligent acts in connection with the obligations of Friends under this Agreement or anyone for whom Friends is legally liable.

City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Friends, its officials, employees, and agents against all damages, liabilities, or costs including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the obligations of the City under this Agreement or anyone for whom the City is legally liable.

Neither the City nor Friends shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

5. General Conditions.

A. This agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are merged herein. This Agreement shall not be amended in any way except by a writing expressly purported as such an amendment, signed and acknowledged by both parties.

B. Neither party shall assign this Agreement or any of the rights, duties, or obligations hereunder.

C. Should interpretation of this agreement, or any portion thereof, be necessary, it is deemed this agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that a party prepared the agreement or caused it to be prepared.

D. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

E. Promote their programs through all available avenues and hold annual membership drives.

F. Include City in all meeting notifications and provide City a copy of meeting agenda not less than 72 hours prior to the date of the meeting and with a copy of prior meeting minutes and any written reports.

G. Submit, in writing 30 days in advance, all requests to hold any activities within the Moorpark City Library or on the Library grounds to the City for review and approval.

H. Agree to submit written requests to the City for approval before procuring items for use within the Library.

I. Provide the City with membership demographic and statistical information including such information as number of members, type of members, numbers of resident and non-resident members upon written request by City.

J. Friends shall not discriminate against any person because of sex, race, color, creed, national origin, sexual orientation, age or disability. Friends shall comply with the American's with Disabilities Act.

3. **Obligations of City.** City agrees to the following:

A. Provide Friends with space to sell used books at the Moorpark City Library. The size and location of the space provided shall be at the City's sole discretion.

B. Display Friends organization and event information within the Library and at City events at City's sole discretion.

C. For events and activities that support the Friends mission and the City Library, City will at its discretion announce Friends and City co-sponsored activities on the Moorpark City Library website; in the City quarterly newsletter; and up to twice yearly in the refuse bill inserts.

D. Provide Friends with location, at no charge, to hold meetings about Friends business with meeting location, date, and time provided at the City's sole discretion. City may cancel or relocate meetings to accommodate City functions with no less than 24 hours notice.

E. Meet regularly, no less than four (4) times per year, with Friends to discuss ongoing Library needs.

IN WITNESS HEREOF:

CITY OF MOORPARK

MOORPARK FRIENDS OF THE LIBRARY

Steven Kueny, City Manager

Julie St. Amand, President

Attest:

Deborah S. Traffenstedt
City Clerk

*Prepared by the City of Moorpark Parks, Recreation, and Community Services Department.
February, 2009.*