

Sample Memorandum of Agreement with City

Memorandum of the Understanding Between
the City of [city name] and
the [name] Public Library Board of Trustees

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

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

Board of Trustees. Upon the establishment of the [name] Library District, the Board of Trustees of the [name] will be disbanded. The first Board of Trustees of the [new library district] will be appointed by the [name] County Commissioners.

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

Staff Benefits. Upon transfer of the staff of the [name] Public Library to the [name] Library District, the [name] Library District will assume payment of all premiums for personnel benefits, according to the written personnel policy of the [name] Library District.

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

Option 2. Sale: The City of [name] will sell the library building and the land upon which it is located for a sum of \$[amount] to the [name] Library District on [date]. Personal property and financial assets will be transferred to the [name] Library District upon its establishment.



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

Bookkeeping.

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

Useable Fund Balance.

The City of [name] will make a payment to the [name] 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 of [name] agrees to support the library with a budget of [amount] during the first year of operation of the [name] Library District (that year during which the [name] Library District cannot make a levy because it is not yet on the tax rolls).

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

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