

**Memorandum of Understanding
Library Joint Powers Authority and the City of Santa Cruz
Concerning the Business Affairs of the City-County Library System**

February 1998

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**Memorandum of Understanding
Library Joint Powers Authority and the City of Santa Cruz
Concerning the Business Affairs of the City-County Library System**

This Memorandum of Understanding is entered into by the LIBRARY JOINT POWERS BOARD (the "Board") and the CITY OF SANTA CRUZ (the "City"), the contract agency responsible for providing staff and other services to the Board.

1. Purpose of This Memorandum of Understanding.

The purpose of this Memorandum of Understanding is to define the roles and responsibilities of the Board and the City in conducting the business affairs of the comprehensive City-County Library System provided for in the Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley (the "Agreement") which became effective on June 24, 1996, and became operative following the passage of Measure B, a special tax for Library Services, by the voters of Santa Cruz County on the November 1996 ballot. The business affairs of the Library System shall include:

- purchasing of supplies, materials and fixed assets;
- contracts;
- claims against the Library;
- budget control; and
- collective bargaining.

2. Purchasing

This section addresses the procedure for purchasing of supplies, materials and fixed assets by the Library System. Supplies, materials and fixed assets shall be acquired by the Library System in accordance with:

1. the procedures provided in the Purchasing Ordinance of the City of Santa Cruz, a copy of which is attached as Exhibit 1 of this Memorandum of Understanding; and
2. the purchasing limits established by the Santa Cruz City Council pursuant to Section 3.08.080 of the Purchasing Ordinance, a copy of which is attached as Exhibit 2 of this Memorandum of Understanding.

However, for all purchasing activity involving the City-County Library System where the Purchasing Ordinance requires the exercise of legislative authority (for example, the award of contracts requiring a formal bid), the Board's legislative

authority shall be substituted for the legislative authority of the City Council.

Nothing in this Section is intended to interfere with Section 8 of the Joint Powers Agreement which notes that the provisions of the California Education Code Section 19146 vests the power to select materials in the Librarian.

3. Contracts

Except as provided in this Section and the Collective Bargaining Section of this Memorandum of Understanding, contracts between the City-County Library System and third parties shall be entered into under the legislative authority of the Board unless authority is delegated to another official pursuant to this Memorandum of Understanding.¹ Subject to the availability of appropriations established by the Board, the Director of Libraries may enter into agreements which do not exceed \$25,000.

Library System contracts shall follow the contract procedures of the City including but not limited to review by the City Attorney and City Manager, provided however that the legislative authority for Library System contracts shall be the Board.

¹ For Example, to the City purchasing Agent for contracts under the purchasing ordinance.

4. **Claims Against the Library**

All claims filed against the City-County Library System are the responsibility of the Board and shall be filed with the Board by the City Attorney. The authority to resolve claims against the library shall reside with the Board.

With the exception of presentation of the claim to the Board and legislative authority to resolve the claim, the processing of claims against the library shall conform to the established procedures of the City of Santa Cruz for the processing of claims against the City.

5. **Budget**

A. **Chart of Accounts**

The annual Budget for the Library shall be established in accordance with the procedures specified in the agreement using a chart of accounts provided by the City's Department of Finance.

B. **Control by Object**

With the exception of Capital Outlay items, the approved Library Budget shall be controlled by Object of

Expenditure, i.e., Salaries and Benefits, Services and Supplies, Debt Service and Appropriations for Contingencies. Capital Outlay items shall be controlled by individual item.

The transfer of appropriations between accounts within an Object may be authorized by the Director of Libraries.

C. Amendments to the Approved Budget

The transfers of appropriations between objects or between Capital Outlay items and the appropriation of unanticipated revenue are amendments to the approved budget and require a total of six affirmative votes of the Board.

5. Collective Bargaining

A. City's Authority

The Agreement provides that Library employees are employees of the City and are part of the City's civil

service system². Because the Library employees are employees of the City, the City is responsible for the collective bargaining and agreement which may result from the collective bargaining process is not an agreement subject to the approval of the Board within the meaning of Section 3 of this Memorandum of Understanding and is subject to the Legislative Authority of the City.

B. City's Obligation to Consult with the Board

In recognition of the importance of changes in Salaries and Benefits on the City-County Library System's capacity to deliver library services, the City agrees to consult with the Board early in the collective bargaining process and to give consideration to the Board's concerns in establishing its economic parameters for the collective bargaining process.

² The Agreement also provides that changes in the number of personnel shall not be approved by the City without the prior review and concurrence of the Board and that prior to taking final action on changes to the classification of personnel the Board shall be provided the opportunity to review and comment upon the proposed classification changes.

6. General

A. Review

This Memorandum of Understanding will be reviewed at the request of either party for the purpose of assuring its continuing efficacy.

B. Amendments

This Memorandum of Understanding constitutes an expression of understandings of the responsibilities of both parties relative to the conduct of the business affairs of the City-County Library System. It may be modified, altered, revised or expanded as deemed appropriate by written agreement of both parties.

7. Authorization and Execution

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized:

Date

Chairperson of the Library
Joint Powers Board

Date

City Manager, City of Santa
Cruz

APPROVED AS TO FORM:

City Attorney