

MEMORANDUM OF UNDERSTANDING
Regarding the Central Library Bookstore (BookCellar)

BETWEEN
The San Antonio Public Library System (SAPL)
AND
The Friends of the San Antonio Public Library (FOSAPL)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the San Antonio Public Library System, hereinafter referred to as SAPL and the Friends of the San Antonio Public Library, hereinafter referred to as FOSAPL.

A. PURPOSE:

The purpose of this MOU is to clarify mutual expectations and to formalize an agreement concerning occupancy of the space in the basement floor of the Central Library known as the BookCellar Area, more particularly depicted in the attached Exhibit A, operated as a used-book store by FOSAPL. This document shall supersede any and all prior agreements, including the DRAFT Occupancy Agreement dated March 17, 1999 signed by Lucille Teeter and Craig Zapatos.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

As authorized in Ordinance #71254, in the attached Exhibit B, which was approved by the City of San Antonio City Council on March 22, 1990, an agreement shall be established between SAPL and the Friends of the Library for the sale of old, unusable, or withdrawn library materials in order to generate revenue to benefit SAPL. In return for operation of such service in the space known as the BookCellar, FOSAPL shall receive withdrawn materials, parking, marketing, custodial, and maintenance assistance from SAPL as outlined herein.

C. Definitions:

SAPL: San Antonio Public Library.

FOSAPL: Friends of San Antonio Public Library.

BookCellar: store operated by FOSAPL for selling withdrawn and donated books and materials

BookCellar Area: Space in the basement dedicated to the BookCellar operations, as more specifically depicted on Exhibit A.

Ordinance: Ordinance No. 71254, attached as Exhibit B, which authorized the contract allowing for operation of the BookCellar.

Contract: The Contract authorized by Ordinance No. 71524.

D. SAPL SHALL:

1. Be responsible for parking fees for BookCellar volunteers at the Parking Division's structure, Central Library garage, at 600 Soledad Street.
2. Assist in publicizing all events, programs, etc. that are underwritten with funds given to SAPL by FOSAPL, including advertisement of the existence of the BookCellar and special sales held there.
3. Arrange to have materials identified as withdrawn and available for resale by the BookCellar delivered to a designated section of the loading dock by SAPL staff. All materials must be removed from the loading dock by BookCellar staff daily.
4. Assign Maintenance staff to clean the public areas of the BookCellar premises at the discretion of the library as resources are available.
5. Maintain the elevator lobby and exterior patio, which are under the control and operation of SAPL and are not subject to this MOU.
6. Respond to requests for "emergency cleaning" or "emergency maintenance" in a timely manner.
7. Have the right to use the BookCellar space for special events or meetings, provided that a verbal or written notification is provided to the BookCellar Manager with as much notice as possible.
8. At least annually, instruct the BookCellar Manager and designated volunteers concerning procedures to be followed during emergency evacuations, including use of Places of Refuge for handicapped persons.
9. Identify a designated representative (SAPL Representative) who shall be authorized to act on behalf of SAPL for all purposes of this MOU. The SAPL Representative as of the execution of this MOU is Roberta Sparks, Special Projects Manager. SAPL shall notify

FOSAPL in writing in the event the representative is ever changed. FOSAPL shall not rely on the representation of any other library staff with regard to official interpretations of this MOU or the Ordinance or operations of the BookCellar.

10. No other services shall be provided unless they have been approved in writing by the SAPL Representative.
11. All SAPL provided services are subject to the City's annual appropriation process and the SAPL ability to have adequate staffing for the provision of official SAPL operations. Services to the BookCellar shall not be allowed to interfere with normal library operation.
12. Shall provide such space in the SAPL branch libraries as is available. The availability of space and appropriate operations in the branch libraries shall be determined at the sole discretion of the branch managers in consultation with the SAPL Representative. The branch managers shall have authority to make necessary changes to the dedicated space and operational activities as needed.
13. Provide at least 120 days written notice to the BookCellar representative in the event that the Library Director determines that the current space in the BookCellar is required for Library operations. Should that happen, appropriate and reasonable efforts will be made by SAPL staff to assist FOSAPL in establishment of a different and mutually acceptable bookstore space.

E. FOSAPL SHALL:

1. Accept donations of books and other items that can be delivered to the BookCellar.
2. Establish the schedule of operation for sales to the public, dependent upon the availability of an adequate number of paid staff or volunteers. The BookCellar shall be closed on all days that the Central Library is closed to the public.
3. The BookCellar will implement and maintain practices that will visually distinguish BookCellar purchases from Library materials (ex. receipt, sticker, bag, stamp, etc.)
4. Comply with all local, state and federal laws including the city code and ADA requirements.
5. Ensure that all BookCellar volunteers are informed concerning the emergency evacuation procedures, and the use of Places of Refuge.
6. Provide a written request to the SAPL Representative to use the Central Library delivery dock area or the exterior patio area.

7. Ensure adequate liability insurance is maintained at all times.
8. Ensure the City of San Antonio is added to policy as an additional insured.
9. Provide insurance certificates annually and when any changes are made to policy.
10. Be responsible for costs associated with: advertising of on-going sales and special sales; commodities for resale; some equipment and maintenance; computer security software; volunteer recruitment and appreciation; employment of a BookCellar Manager; miscellaneous expenses and; payment of sales tax, as required by law.
11. Ensure that the BookCellar premises are kept in a clean and orderly condition and appearance, and ensure that the areas immediately adjacent to the exits and entrances to the BookCellar are safe, neat and attractive as well as the designated BookCellar bulletin board on the 1st floor of the Central Library. Any BookCellar signage should be professional in appearance and conform to SAPL standards.
12. Be authorized to decide how items that cannot be sold [due to their age, condition or content] shall be disposed of, and to arrange for disposal or donation of such items.
13. Ensure that the best effort is made to sell all items on behalf of the SAPL.
14. Be responsible for general maintenance of the area.
15. Obtain SAPL approval prior to implementation of any substantial changes, construction, or modification to the physical configuration of the BookCellar space.
16. Report to the SAPL representative and the SAPL security staff on duty any security related incident, including all damage to or theft of any property (whether owned by customers, SAPL, FOSAPL, or volunteers) as soon as the theft or damage is discovered.
17. Ensure that funds are deposited in the bank account that has been established for this purpose, and that all petty cash funds are kept in a secure manner.
18. As part of the annual budget of FOSAPL, report the amount of funds raised through operation of the BookCellar through sales of commodities for resale, donated items, and items provided by SAPL. This report will be made to the Board of SAPL and to the Library Director, and shall be used to determine an amount to be given to SAPL for Library Support. All expenditures of these funds shall be determined and made by the SAPL.
19. Shall identify a designated representative (FOSAPL representative) who shall be authorized to act on behalf of FOSAPL for all purposes of this MOU. The current representative is Nancy Gandara, FOSAPL President. FOSAPL shall notify SAPL in writing when the FOSAPL representative is changed.

20. Be responsible for all administrative costs associated with the BookCellar.
21. Coordinate with SAPL Security Guards to arrange the pickup of donated items in the Central Library drive-thru.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. COMMENCEMENT and TERMINATION

This instrument is executed as of the date of the last signature, and is effective without lapse until terminated in writing by either party with appropriate authorization by their respective Board.

3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

SAPL Contact:	Roberta Sparks	roberta.sparks@sanantonio.gov
	Name	E-Mail

FOSAPL Contact:	Nancy Gandara	nancy.gandara@sbcglobal.net
	Name	E-Mail

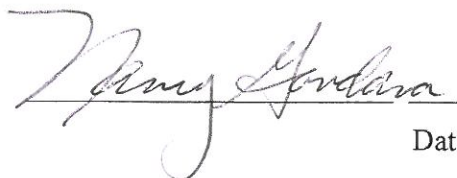
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

San Antonio Public Library
Ramiro Salazar, Director



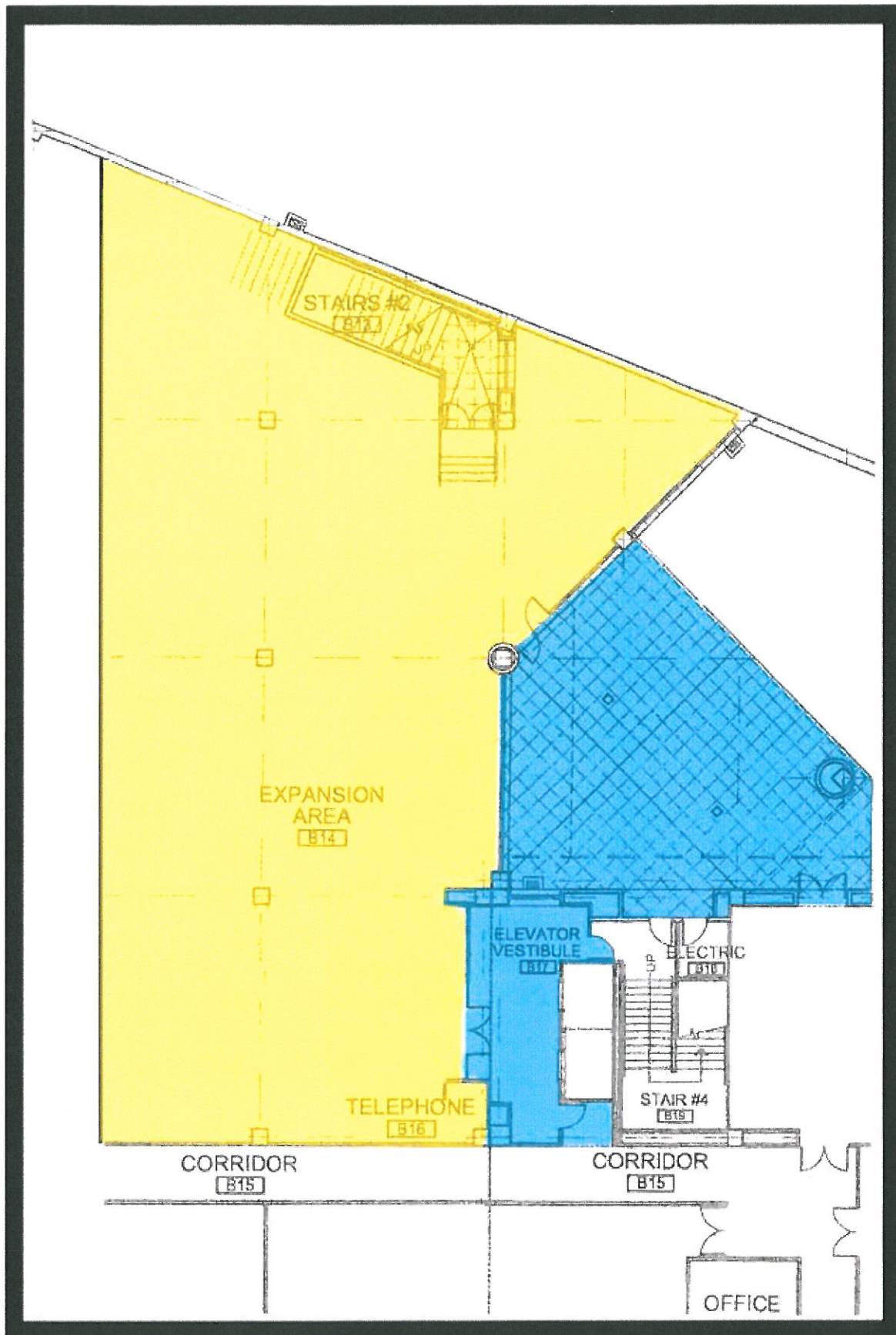
1-12-11
Date

Friends of the San Antonio Public Library
Nancy Gandara, President



1/16/11
Date

Exhibit A



 SAPL

 Book Cellar

TF:amt
3/20/90

EXHIBIT B

AN ORDINANCE **7 1 2 5 4**

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FRIENDS OF THE SAN ANTONIO LIBRARY AND THE SAN ANTONIO LIBRARY FOUNDATION FOR SALE OF UNUSABLE BOOKS AND OTHER LIBRARY MATERIALS TO BE DISCARDED FROM THE LIBRARY SYSTEM, WITH MONIES GENERATED TO BE USED FOR SPECIAL COLLECTIONS, SERVICES, AND PROGRAMS AT THE LIBRARY.

* * * * *

WHEREAS, the San Antonio Public Library has books and other materials which are old, unusable, or which for other reasons will be discarded; and

WHEREAS, the San Antonio Library Foundation and the Friends of the San Antonio Library have offered to advertise, market, and sell these materials and make the proceeds available to the library for improvements; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

That the City Manager is authorized to execute an agreement with the San Antonio Library Foundation and the Friends of the Library for sale of such unusable library materials. The agreement shall be in substantially the same form and content as that attached hereto and incorporated herein as Attachment A.

PASSED AND APPROVED this 22nd day of March, 1990.

Lila Cockrell
M A Y O R

ATTEST:

Norma S. Rodriguez
City Clerk

APPROVED AS TO FORM:

John J. Gentry
City Attorney

90-13



STATE OF TEXAS)
)
COUNTY OF BEXAR)

This agreement entered into by and between the City of San Antonio, owner of the San Antonio Public Library, hereinafter called "Library", and the Friends of the San Antonio Library and the San Antonio Library Foundation hereinafter called "Contractors"; WITNESSETH:

WHEREAS, within the San Antonio Public Library System there are numerous books and other materials that are unusable, outdated, or for other reason have been removed from circulation and use and which must be physically removed; and

WHEREAS, the Friends of the San Antonio Library and the San Antonio Library Foundation have offered to take these materials, market and sell them for whatever amounts can be obtained, this to be done with volunteers and without cost to the City; and

WHEREAS, all proceeds realized would be accounted for and re-invested in the San Antonio Public Library System for the benefit of collections, programs, and services, system-wide and

WHEREAS, the City wishes to take advantage of this offer which will generate needed revenue for the library system; NOW THEREFORE:

For and in consideration of the mutual promises and obligations hereinafter undertaken, and for the benefit and upgrading of the San Antonio Public Library System, which is the goal of all parties hereto, the parties hereto agree as follows:

1. The Library, acting through its Library Director, will make available to the Contractors such books and other materials as the Library has determined are no longer usable and should be sold or discarded.

2. The Contractors agree to accept such materials and to take whatever steps they deem necessary to sort, package, promote, advertise, and complete the sale of such materials on behalf of the City. Contractors are not limited in their programs and procedures, and are only required to use their best efforts and judgement to obtain the best price possible.

ATT. A

3. Accounting records of all sales and receipts shall be maintained by Contractors in accordance with generally accepted accounting practices, and are subject to audit by the City or its contracted auditor.

4. All funds shall be deposited in a fund approved by the City. Expenditure of these funds can only be made for improvements to the library through special collections, programs, and services which have been approved by the City.

IN WITNESS OF WHICH this Agreement has been executed on this the 15TH day of May, 1990.

CITY OF SAN ANTONIO

BY: 

Alexander E. Briseño
City Manager

Friends of the San Antonio Library

Contractor

BY: 

TITLE: President

San Antonio Library Foundation

Contractor

BY: 

TITLE: Executive Director

CITY OF SAN ANTONIO

CONSENT AGENDA

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 31

TO: The Mayor and City Council thru the City Manager
FROM: David L. Leamon, Library Director
COPIES TO: Rolando Bono, Assistant City Manager; File
SUBJECT: SALE OF USED, UNUSABLE AND DONATED LIBRARY BOOKS AND
MATERIALS TO FRIENDS OF THE SAN ANTONIO PUBLIC LIBRARY
AND/OR SAN ANTONIO LIBRARY FOUNDATION Date March 12, 1990

SUMMARY AND RECOMMENDATION:

This Ordinance authorizes the City Manager to enter into a mutual contract with the Friends of the San Antonio Library and/or the San Antonio Library Foundation for the purpose of transferring all old and unusable books and other library materials discarded from the San Antonio Public Library. All monies generated through the sale of these books and materials by the Friends and/or Foundation would be re-invested into the Public Library through special collections, programs and library services.

These discarded and unusable library materials have been systematically withdrawn from the general collections and are no longer viable for library circulation. All sales proceeds realized by the Friends and/or Foundation will be exclusively re-invested into library collections, programs, or services systemwide.

It is recommended that this Ordinance be approved.

POLICY ANALYSIS:

The Hertzberg "annex" building currently serves as a repository for overflow library materials (placed there because there is no available space in the libraries), and for worn, discarded, or unusable donated book storage. The Hertzberg building is also the only storage facility owned by the San Antonio Public Library, and consequently it is filled to capacity.

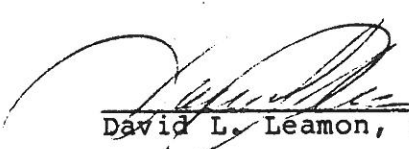
The Friends of the San Antonio Public Library and Library Foundation are both non-profit, private organizations, established for the sole purpose of soliciting private contributions for books, materials, programs and services exclusively intended to benefit the public library and its community. It would be the contractual intent of both of these organizations to return revenues to the library to support collections and other areas not adequately served by the library's operating budget.

SALE OF LIBRARY MATERIALS
March 12, 1990

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FINANCIAL IMPACT:

Revenues generated through the book sales may be estimated to produce between \$5,000 to \$10,000 annually. The San Antonio Public Library Friends and/or Foundation guarantee complete re-investment of all sale proceeds to benefit the Library Department.



David L. Leamon, Library Director

Approved:



Louis J. Fox, City Manager

CITY OF SAN ANTONIO Request For Ordinance/Resolution		For CMO use only Date Considered _____ Consent <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Item No. 31 Ord. No. _____
Finance Legal	Budget Coordinator <i>Wob</i>	
Date: March 12, 1990		Department: Library Department
Date Council Consideration Requested: March 22, 1990		Contact Person/Phone # David Leamon, 299-7790
Deadline for Action: March 22, 1990		Dept. Head Signature: <i>[Signature]</i>
SUMMARY OF ORDINANCE		
<p>This Ordinance authorizes the City Manager to enter into a mutual contract with the Friends of the San Antonio Library and/or the San Antonio Library Foundation for the purpose of transferring all old and unusable books and other library materials discarded from the San Antonio Public Library. All monies generated through the sale of these books and materials by the Friends and/or Foundation would be re-invested into the Public Library through special collections, programs and library services.</p> <p>These discarded and unusable library materials have been systematically withdrawn from the general collections and are no longer viable for library circulation. All sales proceeds realized by the Friends and/or Foundation will be exclusively re-invested into library collections, programs, or services systemwide.</p> <p>It is recommended that this Ordinance be approved.</p>		
Council Memorandum Must Be Attached To Original		
Other Depts., Boards, Committees Involved (please specify): Library Board of Trustees, Friends of the San Antonio Library, San Antonio Foundation		
Contract signed by other party Yes <input type="checkbox"/> No <input type="checkbox"/>		
FISCAL DATA (If Applicable) Fund No. _____ Amt. Expended _____ Activity No. _____ SID No. _____ Index Code _____ Project No. _____ Object Code _____		Budgetary Implications Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/> Positions Currently Authorized _____ Impact on future O & M _____ If positions added, specify class and no. _____ _____ _____
Comments: Legal Dept. will draw up the contract between the City of San Antonio (library) and the Friends and Foundation. (attention Tom Finley)		Coordinator — White Legal — Green Budget — Canary Finance — Pink Originator — Gold