

**MEMORANDUM OF UNDERSTANDING  
JULY 12, 2017**

Between

CITY OF YACHATS (City)  
and  
YACHATS CITY LIBRARY (Library)

**A. PURPOSE**

The purpose of the Memorandum of Understanding (MOU) is:

1. To outline the Terms and Conditions of the MOU between City and Library that are related to moving Library to the City-owned building at 501 Hwy 101N, Yachats.
2. To identify the shared outcomes and principles which will guide future discussions on the specific collaborative initiative relating to the City-Library project, as well as creating an understanding of the key agreement components for legal, design, construction, capital funding and operations.
3. To express the intentions of the representatives of City and Library, in advance of completing the due diligence required, and final project approvals, as a formal agreement.
4. To express a convergence of will between the parties, indicating an intended common line of action, but not to imply a legal commitment.

**B. OUTCOMES**

The goals of this cooperative project are as follows:

1. To support the Library in providing quality of service delivery to its patrons.
2. To provide a quality facility for the benefit of the Yachats community and visitors.
3. To develop the ability to adapt to expanding and changing community needs.
4. To encourage the volunteers who operate the Library to explore new service methods.
5. To recognize and utilize the expertise and talent of the volunteers, in library operations.
6. To realize the provision of desired services to the Yachats community and visitors.

**C. GENERAL PRINCIPLES**

Both parties agree on the importance of the following:

1. Access – the equitable provision and access to services in terms of economic status, age, gender, ability, race and religion; e.g., “non-exclusive uses”.
2. Program cooperation – the expansion and diversification of programs and services offered to the community, along the same lines as current programs and services.
3. Community involvement – the participation by volunteers in the planning, implementation and operation of programs and services.
4. Market orientation – the concept that projects must be operationally sound and economically viable, as primarily determined by Library.
5. Sustainability – the planning and implementing of programs and services to sustain the development of the Library and service to the community, in the long term.
6. Flexibility – the use of flexible terms that allow dealing with unforeseen future issues.

#### **D. LEGAL TERMS**

1. "City" refers to City of Yachats.
2. "City Council" refers to five elected officials, including the Mayor, on the Yachats Council.
3. "City Manager" refers to the appointed position with responsibility for city operations.
4. "Library" refers to Yachats Public Library.
5. "Library Commission" refers to five residents who are appointed by City Council to operate and manage Library; formulate rules, regulations and standards for operation Library; receive bequests, gifts, grants and devises to carry out the purpose of Library; prepare and submit budgets.
6. "Librarians" refer to the volunteers who operate Library, especially the head librarians.

#### **E. DESIGN AND CONSTRUCTION**

1. City will endeavor to construct and provide new, expanded and/or renovated spaces for Library in the City-owned building at 501 Hwy 101N, and to arrange for the maintenance and care of the building and the real property upon which it is situated.
2. City, represented by two members of the City Council, and Library, represented by two members of the Library Commission, will participate in a joint design and construction working committee, with regular input from the head librarians.
3. City will provide overall project management for the design and construction process, with all changes to plans subject to City approval. City Manager will be in charge of the project, coordinating with City Council, Library and head librarians.
4. City, Library and head librarians will actively participate to ensure the size, scope and relationships of the program spaces are sufficient and efficient to sustain Library operation.
5. It is the intention of City and Library, subject to financial considerations, that the building remodel and design will be completed by a professional who specializes in library design.
6. All Oregon state and municipal building code and architectural design standards will be met.
7. City commits to financing the preliminary design stage costs, upon execution of this Memorandum of Understanding. City and Library must then mutually agree to proceed to the second phase of the design process (detailed design).
8. City and Library mutually agree that the following elements will be incorporated into the project: a well-designed, large, bright, functional and flexible space with dedicated areas or rooms for reading, computers, meetings, storage, office space and staff break room, at a minimum. City and Library estimate the total floor area of the building to be in excess of 4,500 square feet, and mutually agree to prioritize library uses to best serve the programs and needs of Library for the benefit of the Yachats community and visitors.
9. External signage will be appropriately visible and recognizable and will ensure that City and Library are adequately represented.
10. City and Library agree that construction timing for the project must be reviewed relative to cash flow considerations. Both parties mutually agree to the possibility of remodeling as a single-phase construction project, or allowing a multi-phase remodel, for the sake of moving the Library contents and operations prior to the onset of inclement weather.

#### **F. OPERATIONS**

1. The relationship between City and Library provides for Library to deliver library services to the Yachats community and visitors. Each party recognizes its own separate responsibilities, as well

as associated obligations, and that from time to time the scope of services offered to the community may change.

2. City and Library will ensure the Library's programs and services are inclusive and accessible to patrons in the greater Yachats community, as well as to visitors.
3. City and Library agree that Library will be responsible for programming and non-exclusive uses of spaces within the facility.
4. Subject to the availability of budgeted funds each year, City agrees to pay the costs of building and grounds maintenance, as well as repair of mechanical and electrical systems.
5. City and Library agree to constructively work together on any issues relating to building usage, and to seek input from head librarians and volunteers on a regular basis.
6. City will endeavor to ensure that Library and Library's contents are the only occupants of the building at 501 Hwy 101N, but that is subject to future conditions and financing of City.
7. Library will accommodate artwork and information displays similar to what is allowed now.

**G. CONDITIONS**

1. Approval of this Memorandum of Understanding, signed by City and Library representatives.
2. Availability of sufficient funds and City Council approval of financing for remodel and move.
3. City and Library agree that City is in control of, and has final approval of, expenditures under the \$150,000 John L. Hall bequest; and further agree that the gift will be used for something beyond infrastructure costs, such as, but not limited to, equipping a reading room; providing specific equipment, art or furnishings; and developing new programs.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates shown below.

CITY OF YACHATS

YACHATS LIBRARY COMMISSION

By: \_\_\_\_\_  
Gerald F. Stanley, Mayor

By: \_\_\_\_\_  
David Dunsdon, Chair

Attested to by:

\_\_\_\_\_  
Joan Davies, City Manager