

RESOLUTION OF THE CITY COUNCIL

No. 428

Approved JULY 31, 2007

WHEREAS, David N. Cicilline, in his capacity as Mayor of the City of Providence, has communicated to the Providence City Council that certain Memorandum of Agreement, dated June 27, 2007, by and between the City of Providence and the Providence Public Library, which agreement provides in pertinent part the following:

Subject matter: Public support for PPL operations

Term: July 1, 2007 through June 30, 2008 ("FY 2008") with two (2) automatic extensions, July 1, 2008 to June 30, 2009 ("FY 2009") and July 1, 2009 to June 30, 2010 ("FY 2010") unless non-extension notice(s) is/are sent to the opposite party on or before the March 31st (which notice triggers negotiations for renewal) prior to the renewal term

Support: FY2008 (subject to appropriation) - \$3,300,000*

*\$3,000,000 direct appropriation with \$300,000 master lease; quarterly payments

FY2009 (subject to appropriation) - \$3,300,000**

** adjusted upward based on any wage increases in collective bargaining agreement between PPL and its employees and Northeast CPI

FY2010 (subject to appropriation) - \$3,300,000***

*** adjusted upward based on any wage increases in collective bargaining agreement between PPL and its employees and Northeast CPI

Additional

consideration: Any unused portion of \$250,000 master lease funding committed to PPL under a prior agreement for FY2007 that was not utilized during FY2007 will be rolled over into FY2008; \$400,000 has been "pledged" (no appropriation condition appears in the agreement) for physical improvements to allow for branch services in the Washington Park neighborhood pursuant to the plan of service for FY2008

Plan of service: Set forth Appendix I, as attached to the Memorandum of Agreement

Further action: Parties will create a Library Partnership Advisory Committee to continue long term approaches to issues surrounding the PPL and the City; Mayor Cicilline will serve as honorary chair of a fundraising appeal for branch libraries

IN CITY COUNCIL
JUL 5 2007
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Carl M. Stein CLERK

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution
Carl M. Stein
7-23-07 Clerk

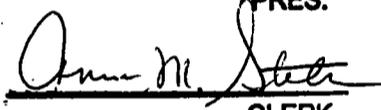
NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence hereby:

1. Resolves that it accepts the communication from the Mayor of the City of Providence; and,
2. Resolves that the Mayor communicate in January 2008 and 2009 as to the anticipated support that may be envisioned under the Memorandum of Agreement for FY 2009 and/or FY2010, as the case may be, in order for the Providence City Council to determine whether or not it will be able to appropriate support funds for FY2009 and FY2010 as envisioned in said agreement so that if such funds will not be appropriated the Mayor will be able to timely report same pursuant to the agreement by March 31 of either/both FY2009 and FY2010 so that automatic renewal does not occur; and,
3. Resolves that this resolution take effect upon passage.

IN CITY COUNCIL
JUL 27 2007
READ AND PASSED

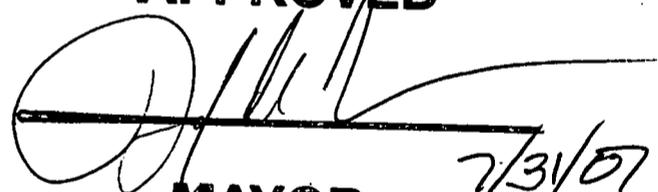


PRES.



CLERK

APPROVED



MAYOR 7/31/07



Mayor of Providence

David N. Cicilline

The Honorable Members of the City Council
25 Dorrance Street
Providence, RI 02903

Dear Honorable Members of the City Council:

Enclosed with this letter is a Memorandum of Agreement (MOA) regarding the relationship between the City of Providence and the Providence Public Library (PPL) in support of the PPL charter: "The purpose of the [Library] Corporation shall be to establish and maintain in the city of Providence a public library and such branches thereof as may be advisable and to establish buildings for the same; to perform and furnish library services to provide information, facilitate education, contribute to the economic and cultural development of Rhode Island, and to advocate and promote library services in the state so as to enrich the quality of life in Rhode Island."

The MOA covers a one-year period beginning July 1, 2007. It details the funding to be provided by the City, services to be provided by the PPL, methods for cooperative purchasing and contracting that will lead to savings for the PPL, as well as the process for cooperative long-term planning, including addressing facilities and co-location issues. This document provides clarity and predictability for both the City and PPL. This MOA is, I firmly believe, a fair and balanced proposal.

As you know, I convened the Library Partnership Working Group in the hope that compromises could be made and an agreement reached between the City and the PPL. Former council member, David Dillon, represented the City Council on the Working Group. He made an important and invaluable contribution to the work of the Group.

I convened the Working Group out of recognition for the unique and invaluable role libraries play in the City and in the lives of the City's residents. They serve as centers of learning, as places of self-discovery, and as community centers in the fullest sense of the term. For more than a century, this role has been ably filled by the PPL in partnership with the City of Providence. Failing to continue this great legacy would do a tremendous disservice to the people of Providence. The public/private partnership between the City and the PPL is a uniquely strong foundation on which to build a library system for the 21st century. Reaching this goal will not be easy, but I believe the agreement enclosed with this letter is the means to that end.

IN CITY COUNCIL
JUL 5 2007
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE


CLERK

With help from the hard work of PPL financial staff, the deliberations and discussions undertaken by the Library Partnership Working Group have been productive and informative. All parties end this process with an improved understanding of the views, perspectives, priorities, and needs of the other participants.

Nonetheless, there remain some issues where the City and PPL continue to disagree. We continue to see the City's annual contribution as supporting a whole library system, not a donation purely to the branches. We have concerns with the methodology for allocating indirect expenses to various library operations.

At this point, the best and most productive thing that could be said is that we "agree to disagree." I do, however, believe that with time we will be able to reach an agreement on these issues as well. But in the interim, these issues should not interfere with the delivery of library service to the residents of Providence.

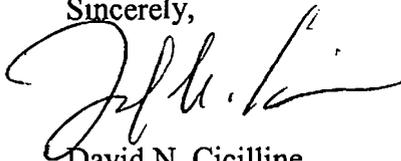
There is a positive development not reflected in the MOA. As you know, the City was prepared to provide up to \$250,000 to reduce a potential operating deficit at the Library for FY2007. This support was going to be provided via the City's Master Lease Agreement. As it turned out, this deficit did not occur. Nonetheless, as we had budgeted for this we agreed to provide this level of support and allow the Library to dedicate it to the FY2008 operation of the Library.

Originally, the Library had intended to dedicate funds equal to this amount to capital repairs. At our request, however, the Library has agreed to revise the budget for next year, dedicating funds equal to this amount to the Children's Specialist positions at the branches at risk for elimination. While the analysis is not yet final, we believe this will fund additional services at the branches. This will allow time for fundraising and perhaps identifying cost savings that could further extend the funding of those positions. The end result of this will be more service to the residents of Providence and the ability to avert some of the short closing envisioned in the original Library budget for FY2008.

I am sure you will agree with me this is good and welcome news. Not only is the ability to preserve these positions a good development, but also I believe the positive response of the Library to our request is indicative of the good working relationship this Agreement makes possible.

If you have any questions about this Agreement or would like a briefing on it, my staff or I would be happy to meet with you. I look forward to continuing to work with the City Council on strengthening the Providence Public Library.

Sincerely,



David N. Cicilline
Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between the City of Providence ("City") and the Providence Public Library ("PPL"), this 27th day of June, 2007 sets forth the mutual obligations and promises of the City and PPL pursuant to which the PPL will provide library services for the City starting the fiscal year ending June 30, 2008.

Whereas this Memorandum of Agreement ("MOA") is an agreement between the City and the PPL detailing the scope of library services to be provided by the PPL, the annual contribution by the City toward the delivery of library services to be provided by the PPL for duration of this agreement, joint long-range strategic and facilities planning to be engaged in by the PPL and the City, and the process for renewal of this agreement for subsequent periods.

Whereas the PPL has a long history of providing superior, innovative, nationally recognized library service to the people of the City of Providence, and seeks to continue this level of service and programming. This achievement has been the result of successful cooperation between the City, the PPL and the generous individuals, foundations, and corporations that have provided philanthropic support of the PPL mission over the years. The PPL is one of the great cultural and educational assets within the City of Providence, and within the State of Rhode Island. This agreement is intended to clarify the relationship between the City and the PPL and to establish the means by which that relationship can help strengthen the delivery of library services for the benefit of the people of Providence.

Whereas it is in the best interests of the City, the PPL, and library users that the relationship between the City and the PPL be formalized with an agreement that sets forth the parties' respective duties, obligations, and expectations.

Now therefore, in consideration of the mutual promises set forth herein, the City and the PPL agree as follows:

1. The PPL and the City have cooperated and should continue to cooperate in the delivery of library services by the PPL in the City of Providence through a Central Library and Branch Libraries. This cooperation has resulted in the delivery of high quality, award-winning service to the patrons of the library, has added greatly to the quality of life in the City, and through the branch system, made a profoundly positive impact on the neighborhoods of the City of Providence. In order for the PPL and the City to continue this cooperation, to maintain a financially sustainable library system, and to build a library system responsive to the changing needs of City residents, new technology, opportunities available through greater cooperation and coordination of planning and resources, and greater clarity and predictability about funding and the nature of the relationship between the PPL and the City is needed and will be achieved through this agreement.

2. For Fiscal Year 2008 ("FY2008"), the City will, subject to appropriation and approval by the Providence City Council, contribute a total of \$3,300,000 to the PPL. Of this total, \$3,000,000 shall be through a direct appropriation and \$300,000 shall be through the City's FY2008 Master Lease program.

3. Additional funding is available from the FY2007 Memorandum of Understanding whereby the City provided a direct appropriation of \$3,000,000 and up to an additional \$250,000 in funding through the 2007 Master Lease program. If the PPL does not use the 2007 Master Lease funding provided as a contingent to cover deficits (\$250,000), the City will make available any unused portions remaining (currently estimated to be \$100,000) on or before June 30, 2007 subject to the PPL providing acceptable reimbursement requests appropriate to the financing requirements of the City's Master Lease and such funds shall be used solely in the branches.

4. The City contributions to PPL for FY2009 and FY2010, if this agreement is renewed, shall be, subject to appropriation and approval by the City Council, based on the City's combined FY2008 total contribution of \$3,300,000. The base annual adjustment for wages shall be the rate of increase in wages for such year under the PPL's collective bargaining agreement with its union employees. Such other adjustments may be modified for inflation as measured by the Bureau of Labor Statistics Consumer Price Index for the Northeast for all urban consumers for each March for the previous year.

5. Payments of the City's annual direct appropriation (\$3,000,000 for FY2008) will be made quarterly in the last month of each quarter. The funds in the Master Lease shall be paid as soon as the PPL submits appropriate documentation for reimbursement.

6. The City will forward to the PPL the library services state matching funds as soon as it receives them.

7. The City and the PPL view differently the City's role in providing funding to the PPL. The City believes that its appropriations are for the benefit of the PPL as a whole, while the PPL considers that the City provides the funds for the operation of the branch libraries. The City and the PPL agree that resolution of this difference is not necessary to the formation of this agreement, and accept each other's position as being taken in good faith.

8. The City and PPL shall work together in good faith to identify cost reductions and efficiencies that can be achieved through joint purchasing, shared contracting, branch co-location, and other similar cooperative efforts. Upon being finalized and realized, the savings associated with such activity will be devoted first to retaining and/or restoring any services, positions, programs, or hours of service in the branch libraries identified for reduction to meet current funding limits. Should the total of savings realized exceed the amount required to retain

or restore services, positions, programs, or hours of service at the branch libraries, the City and the PPL will jointly determine the best use of such savings to maximize library service for patrons.

9. In consideration of the appropriations and contributions provided by the City, the PPL shall maintain branch libraries according to the schedule and provide the library services as set forth in Appendix I. The PPL reserves the right to make minor adjustments in the hours of operation during the course of each fiscal year covered by this agreement to respond to staffing shortages. The parties recognize that unplanned and unforeseen staff shortages may occasionally cause temporary closings of branches of up to one full day. The PPL will communicate such temporary closings to library patrons. Should major adjustments in the hours of operation be necessary because of a change from the financial projections and budgets for any given fiscal year, the PPL and the City agree to cooperate in addressing and acting promptly to address such situations. PPL agrees that it will give timely notice to the City and the Library Partnership Advisory Committee (established in paragraph 11 below) of any proposed major adjustment, together with a full explanation of the reasons for such proposed major adjustment, and will seek the advice and comment of the Library Partnership Advisory Committee before implementing any major adjustment, unless the circumstance require immediate action. If, because of emergencies, PPL is required to take immediate action to make a major adjustment in hours or services, the PPL will submit its reasons for such action to, and seek the advice and comment of, the Library Partnership Advisory Committee regarding such action, as soon as reasonably possible.

10. The PPL and City agree the current facility for the "Washington Park Branch" is currently deemed insufficient to meet the needs of that neighborhood. The City has pledged

\$400,000 to physical improvements to allow for branch service in that neighborhood and the PPL has incorporated services at the Washington Park Branch in its 2008 plan of service in Appendix I. The Library Partnership Advisory Committee will identify as quickly as possible an appropriate location that could support neighborhood branch service for that neighborhood.

11. In recognition that a cooperative working relationship between the parties requires regular communication between them on a variety of operational and strategic issues, the PPL and the City agree to the formation of a standing Library Partnership Advisory Committee (hereinafter, the "Committee"). The Committee's mission shall be to include:

- (a) Analyze the existing structure of the PPL's library system and the current and anticipated needs of the PPL's users to make recommendations regarding long-range planning for the PPL;
- (b) Develop recommendations for long-range strategic facilities options for the library system;
- (c) Make annual recommendations to the PPL, the Providence City Council, and the Mayor of Providence regarding the level of hours and services that should be provided by the PPL, and the level of contribution of City funds that should be provided to the PPL;
- (d) Review and comment on the annual PPL budget (Appendix 2) and make recommendations regarding any major library service, staffing, or facility restructuring proposals prior to formal action by the PPL's Board of Trustees;
- (e) Provide public oversight of the public funds provided to PPL pursuant to this Memorandum of Agreement, monitor the operations of the branch libraries to assure consistency with this Memorandum of Agreement, and to make such

recommendations to the PPL, the City Council, and the Mayor of Providence as it deems appropriate regarding such operations.

The Committee shall have full access to all PPL operational and financial information equal to that of the PPL Board, and will be composed of the Chairperson of the PPL, three additional representatives chosen by the PPL, the Gubernatorial designee to the PPL Board, the Mayoral designee to the PPL Board, the Chief of Administration for the City of Providence (or designee), the Director of Public Property for the City of Providence, the Superintendent of the Providence Public School System (or designee), a representative of the Mayor's Office, two members of the public selected by the Mayor of Providence, the President of the Providence City Council (or designee), the Chair of the City Council Finance Committee (or designee), and two members of the public selected by the President of the City Council. The Chair of the PPL Board and the Mayor's Designee to the Board shall serve as co-chairs of the Committee. A report from the Committee will be a regular, standing agenda item at all PPL Board and PPL Executive Committee meetings. Such report shall be submitted to the Finance Committee of the City Council and to the Mayor. The parties recognize that the Committee's function is solely advisory.

12. The Mayor of the City of Providence will serve as an honorary chair of a fundraising appeal for branch libraries and will identify and recruit an appropriate individual to serve as the other co-chair. The City and the PPL will agree on the use of the funds to be raised in this appeal based on the recommendation of the Library Partnership Advisory Committee.

13. PPL will provide to the City reports as follows:

(a) Monthly statistical reports which will include, by branch:

1. circulation of materials

2. reference questions
 3. computer assists
 4. door count
 5. number of items borrowed from Central and other non-PPL libraries
 6. number of items added to the collections
 7. number of new library card registrations
- (b) Monthly statistical reports for programs, which will include by branch, the number of programs and program attendance for the following categories:
1. early childhood
 2. school age
 3. young adult
 4. adult
 5. family
 6. books and materials used within the programs
- (c) Monthly financial reports and quarterly reports of summaries of the activities in the Program of Service.

14. For each fiscal year during the term of this agreement, and any renewals thereof, the PPL will develop and operate according to a plan of service that will provide the level of library services that PPL represents to be the best level of services that can be provided for the funds that are available to the PPL. The plan of service and corresponding budget for FY2008 are attached as Appendices 1 and 2 to this Memorandum of Agreement, which are the Plan of Service to Branch Libraries and the full PPL Budget for FY2008.

15. The City is pursuing initiatives where savings and synergies could be realized through collaboration and cooperation on long-range facility planning with the PPL. The Providence After School Alliance (PASA) has a well-developed partnership with the PPL, with after school programs for middle school students offered at library facilities across the city. The Providence School Department (PSD) is engaged in a comprehensive review of its facilities, and has begun a major program of building renovation and construction. These initiatives offer opportunities for co-location, joint use, and other creative options which could strengthen the PPL and the delivery of library services in the City of Providence. Therefore, for the duration of this MOA, the City commits to participate collaboratively in long-ranging facility planning with the PPL. Under consideration will be the potential for relocating services currently performed in the existing PPL branches to new locations in renovated or newly constructed facilities.

Evaluations will include savings that could be realized by locating PPL services in more efficient facilities, buildings without severe delayed maintenance expenses, the savings potential of leveraging the City's borrowing/bonding capacity, and the potential through collaborative planning and cooperative operation and use of improved facilities for achieving an overall increase in the quality and/or quantity of library services provided to the residents of the City of Providence. The Library Partnership Advisory Committee will evaluate potential options and present proposals for approval to the PPL board, the City Administration, and the City Council. Any proposal must be mutually acceptable to the City and the PPL.

16. This shall be the full agreement by and between the parties and any modification shall be reduced to writing and approved by each party.

17. This agreement shall be effective for the fiscal year ending June 30, 2008, and shall be automatically renewed for additional one-year periods unless a party declines renewal.

If any party elects not to renew, or to renew with different terms, that party must be provided give notice in writing of its intention not to renew on or before March 31. If a party gives such notice, the parties agree to negotiate in good faith to achieve a resolution to any issues under dispute in an endeavor to retain in place the relationship represented by this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives, effective as of the date set forth above.

PROVIDENCE PUBLIC LIBRARY

CITY OF PROVIDENCE

By: Lisa G. Churchville

By: J. H. U. C.

APPENDIX 1

Plan of Service for Branch Libraries

The City shall fund the Library at the agreed upon funding level and the Library Trustees shall decide the level of services which may include:

A. Direct access for all residents to collections and services at:

- Fox Point Branch Library
90 Ives Street
28.5 hours per week including one evening and one morning.
Includes 1- 1 hr. lunch and 1 – 1 hr. dinner closings per week
- Knight Memorial Library
275 Elmwood Avenue
45 hours per week including two evenings, two mornings, and Saturdays. Includes 1
- 1 hr. lunch closing on Fridays and Saturdays
- Mount Pleasant Branch Library
315 Academy Avenue
45 hours per week including two evenings, two mornings, and Saturdays
Includes 1 - 1 hr. lunch closing on Fridays and Saturdays
- Olneyville Branch Library
One Olneyville Square
28.5 hours per week including one evening and one morning
Includes 1 - 1 hr. lunch and 1 – 1 hr. dinner closings per week
- Rochambeau Branch Library
708 Hope Street
45 hours per week including two evenings, two mornings, and Saturdays.
Includes 1 - 1 hr. lunch closing on Fridays and Saturdays
- Smith Hill Branch Library
31 Candace Street
28.5 hours per week including one evening and one morning
Includes 1 - 1 hr. lunch and 1 - 1 hr. dinner closings per week
- South Providence Branch Library
441 Prairie Avenue
28.5 hours per week including one evening and one morning
Includes 1 - 1 hr. lunch and 1 - 1 hr. dinner closings per week

- Wanskuck Branch Library
233 Veazie Street
28.5 hours per week including one evening and one morning
Includes 1 - 1 hr. lunch and 1 - 1 hr. dinner closings per week
- Washington Park Branch Library *
1380 Broad Street
20 hours per week, afternoons only

* Currently, WPK is operating only as a satellite activity center. The FY08 budget reflects a staffing level for 28.5 hrs. per week. Until a new location can be identified, PPL will continue to operate the activity center for 20 hrs. per week.

- B. Direct access to up- to- date books, periodicals, audio visual materials and information databases.
- C. Indirect access to the collections in R.I. public libraries through the Ocean State Libraries automated network (formerly CLAN), and the state of R.I. delivery system.
- D. Delivery service for materials and supplies among branch locations
- E. Assistance in the use of the collections; answers to reference and information questions; and to make appropriate referrals, as staffing levels allow.
- F. Clerical functions including materials check in/check out, issuing library cards, placing and managing holds, shelving, and other usual clerical functions as necessary to use the library collections, as staffing levels allow.
- G. Technical Services including materials ordering, processing, budget accounting, and other usual technical service functions as necessary for the provision of library materials.
- H. Early childhood story times and programs provided by branch staff as staffing level allows; and by community services staff as private funding allows.
- I. Youth and adult programs that support lifelong learning by branch staff as staffing level allows; and by community services staff as private funding allows.
- J. Administrative functions:
 - a. staff planning, supervision, and coordination- as required to fulfill this agreement
 - b. business services including payroll, invoices, accounting-
 - c. human resources including union contract negotiation and compliance, hiring, discipline, and other usual HR functions as necessary.
 - d. communication/program publicity as resources allow.

APPENDIX 2

Full PPL FY2008 Budget to be attached upon approval by the PPL Board of Trustees.

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- K. Maintain web accessible computers, and provide training in their use as private funding allows.
- L. Cleaning and basic maintenance of buildings, limited to the levels of work included in the budget, Appendix #2.
- M. Security service as is necessary for the safety of staff and patrons, limited to the level included in the budget in Appendix #2.