

**Omaha Public Library
Board of Trustees
Omaha, NE**

RESOLVED BY THE OMAHA PUBLIC LIBRARY BOARD OF TRUSTEES:

WHEREAS, the attached Memorandum of Understanding (“MOU”) is to identify the roles and responsibilities of parties related to funding, leasing, and moving the new Downtown Branch Library, to be relocated at 1401 Jones Street, and the new Administrative offices, to be relocated at 84th and Frederick, the provision of temporary downtown library services if necessary, and to insure the proper operational funding for both new locations; and,

WHEREAS, the parties to this MOU shall be the Omaha Library Board of Trustees (“Trustees”) and the City of Omaha, with the anticipated hiring of an Owners’ Representative to manage the design, construction, and move relating to the relocation of the W. Dale Clark Main Library to 1401 Jones Street and the new Administrative offices at 84th and Frederick; and,

WHEREAS, the parties shall work together to accomplish the goals of relocating the library branch to 1401 Jones Street and the new Administrative offices at 84th and Frederick in an efficient and timely fashion.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAHA PUBLIC LIBRARY BOARD OF TRUSTEES:

THAT, the attached Memorandum of Understanding by and between the Library Board of Trustees and the City of Omaha regarding the moving of the Downtown Branch Library, is hereby approved.

RESOLUTION NO. 2022-03

**Approved by the Board of Trustees
of the Omaha Public Library January 20, 2022**

MEMORANDUM OF UNDERSTANDING

LIBRARY BOARD OF TRUSTEES AND THE CITY OF OMAHA REGARDING THE MOVING OF THE DOWNTOWN BRANCH LIBRARY

1. PURPOSE:

The purpose of this Memorandum of Understanding ("MOU"), dated January ____, 2022, ("Effective Date") is to identify the roles and responsibilities of parties as they relate to the partnership in funding, leasing, and moving the new Downtown Branch Library to be relocated at 1401 Jones Street and the new Administrative offices to 84th and Frederick, the provision of temporary downtown library services if necessary and to insure the proper operational funding for both new locations.

2. PARTIES:

Parties to this MOU shall be: 1) The Omaha Library Board of Trustees ("Trustees"); and 2) the City of Omaha. The City anticipates hiring an Owners' Representative to manage the design, construction and move relating to the relocation of the W. Dale Clark Library to 1401 Jones Street and the new Administrative offices to 84th and Frederick.

3. RESPONSIBILITIES:

- A. THE CITY shall ensure that the requisite funding for the consult, design, construction and move of the W. Dale Clark Library from its current location to 1401 Jones and 84th and Frederick will be paid for by the City of Omaha and will not be deducted from the Omaha Public Library's 2022 budget which has been previously set and approved by the Board of Trustees, the Mayor and the City Council.
- B. THE CITY and Board of Trustee agree that any unused budgeted funds, if any, allocated in the 2022 Library Budget for the Dale W. Clark Library shall be utilized for the operations of the 1401 Jones Street branch first, and if any amount is remaining, shall be utilized for the operations of the Library Administration at 84th and Frederick. THE CITY acknowledges and agrees that in the event the annual operating costs for the 1401 Jones branch and the 84th and Frederick Administrative offices exceed the budgeted amount allocated in the 2022 Library Budget for the Dale W. Clark Library, the Mayor's office will secure funding from other sources sufficient to operate both locations that are replacing the W. Dale Clark Library.
- C. As part of the move/relocation the City agrees that the new locations will have the necessary fiber broadband connection, internet, and VOIP phones sufficient to accommodate staff and patrons. The City agrees to provide the same level of service or greater to the two new locations.
- D. As part of the build out necessary for re-opening, the City agrees that one or more Trustees and the Library CEO/selected staff shall be included in design meetings with the Owners Representative. Unless otherwise agreed to in writing by the Board of

Trustees, Library CEO and the City, the interior of 1401 Jones will include, but not limited to, the following:

- (i) designated children's area
- (ii) at least 2 meeting rooms
- (iii) at least 3 study rooms
- (iv) a staff workroom
- (v) restrooms for public and staff use
- (vi) a nursing room
- (vii) new shelving for collections
- (viii) a staff breakroom

E. Unless otherwise agreed to in writing by the Board of Trustees, Library CEO and the City, the interior of 1401 Jones will include, but not limited to, the following:

- (i) Workstations for 50-55 OPL staff
- (ii) Public access point for use/review of the entire genealogy collection, microfilm and historic collection(s) and appropriate staffing to permit regular access.
- (iii) At least 4-5 walled spaces for meetings and special projects
- (iv) restrooms for public and staff use
- (v) a nursing room
- (vi) Staff breakroom

F. The CITY shall be responsible for the maintenance of the buildings as set forth in respective Lease Agreements. The Library will be responsible for janitorial expenses.

G. The Library Board of Trustees, Library CEO, Owners Representative, and the City shall work together to accomplish the goals of the City to relocate the library branch and administrative offices in an efficient and timely fashion. It is THE CITY's intent to begin demolition immediately following vacation of the W. Dale Clark (Main) Library on or about September 30, 2022. All parties to this MOU acknowledge that the design, construction and moving of the W. Dale Clark is on an aggressive timeline and that factors beyond the control of the City, Board of Trustees and Landlords (such as Covid and supply chain issues) could further stress the timeline for completion of the two new locations. In the event it becomes apparent through the design and construction process that completion of the new branch at 1401 Jones will not be completed prior the date the City's site preparation work needs to begin, (i.e. on or about October 1, 2022) the coordination and provision of temporary library services will occur. The City and Board of Trustees both desire a minimal interruption in services, but in the event it is projected that an interruption in library services in excess of thirty (30) days will likely occur, provisions will be made for temporary library services to be provided in the downtown area. Temporary services will include, at a minimum, access to computers, internet, print resources and book drop off and/or pick up in the downtown area. The City has assured the Board of Trustees that all staff will be reassigned for duty and/or continue to be paid during any period in which temporary services are provided.

4. PROJECT OVERSIGHT:

City of Omaha will oversee all project construction activities, including, but not limited to, quality control, site inspections, construction, and approval of all invoices.

5. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

6. TERM:

Term will begin on the Effective Date and terminate once the Downtown Library Branch at 1401 Jones and the Administrative offices at 84th and Frederick open to the public.

7. COMMUNICATIONS:

Parties will communicate with other parties on all aspects of the project, including, but not limited to: funding, planning, development, oversight and installation of the Improvements.

8. MISCELLANEOUS:

Applicable Law. Parties to this MOU shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under the MOU.

Independent Contractor. This MOU does not create an employer-employee relationship or agency. No party will have the power or authority to bind other parties to any obligation whatsoever to third parties.

No Waiver. No provision hereof shall be deemed waived except by an agreement in writing signed by the waiving party.

Assignment/Binding Effect. This MOU shall not be assignable by party, without the prior written consent of the other Parties.

Entire Agreement. This MOU embodies the entire understanding between the parties respecting its subject matter, superseding any and all prior agreements, correspondence, conversations, or memoranda. This MOU shall not be modified or amended except in writing signed by all parties.

Respective Rights. A number of issues have not been fully addressed in this MOU. Therefore, it is understood that this MOU is intended to be and shall be construed only as a summary of the topic of discussions to take place between parties and does not therefore create a binding or legal obligation to collaborate beyond what is expressed in this MOU unless further agreements are executed. The respective rights and obligations of the parties remain to be defined in such agreements.

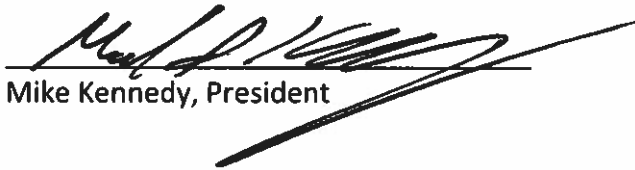
IN WITNESS WHEREOF, the parties have caused this MOU to be signed and accepted by their authorized representatives as of the Effective Date.

CITY OF OMAHA



Jean Stothert, Mayor
City of Omaha

OMAHA LIBRARY BOARD OF TRUSTEES



Mike Kennedy, President