



## CITY COUNCIL STAFF REPORT

DATE: JANUARY 21, 2015 CONSENT CALENDAR

SUBJECT: PROPOSED LICENSE AGREEMENT WITH THE PALM SPRINGS HISTORICAL SOCIETY, INC., FOR THE USE OF A PORTION OF THE WELWOOD MURRAY MEMORIAL LIBRARY FOR THE TERM OF FIVE (5) YEARS

FROM: David H. Ready, City Manager

BY: Palm Springs Public Library and  
Community & Economic Development Department

---

### SUMMARY

The City Council will consider the approval of a five (5) year license agreement with the Palm Springs Historical Society for use, policies and procedures of the Welwood Murray Memorial Library when it opens in early 2015.

### RECOMMENDATION:

1. Approve a License Agreement with The Palm Springs Historical Society, Inc., a California 501 (c)(3) Public Benefit Corporation for the use of a portion of the Welwood Murray Memorial Library, 100 South Palm Canyon Drive.
2. Authorize the City Manager to execute all necessary documents.

### Background

The City has undertaken a substantial renovation of the historic Welwood Murray Memorial Library and will operate it under the direction and management of the Palm Springs Public Library. The Palm Springs Historical Society will complement the City Library services by providing Historical Records Research Services at the Welwood Murray Memorial Library in a manner similar to the services provided by the Palm Springs Historical Society at the Village Green.

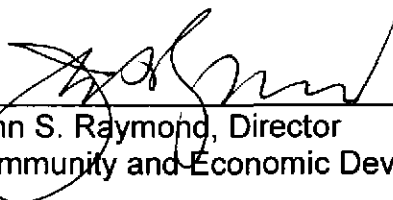
The Palm Springs Historical Society is an organization with substantial experience and expertise in the collection, archiving and management of historical records and artifacts related to Palm Springs, along with public educational programs including operating a historical museum and conducting historical tours.

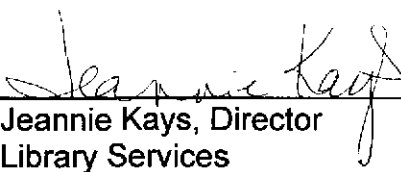
The City is the owner of the Welwood Murray Memorial Library, located at 100 South Palm Canyon Drive, Palm Springs, California. The Welwood Murray Memorial Library will be operated under the direction and management of the City of Palm Springs Public Library, but the City also envisions a role for the Palm Springs Historical Society to provide Historical Records Research Services.

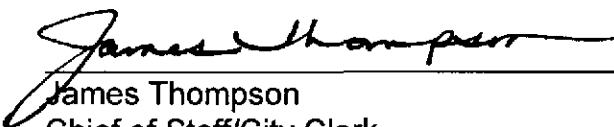
This License provides the Palm Springs Historical Society exclusive use of a portion of the premises, to provide for public access of historical documents and historical archive storage. It is for a period of five (5) years, however either party may terminate the agreement with 30-days written notice.

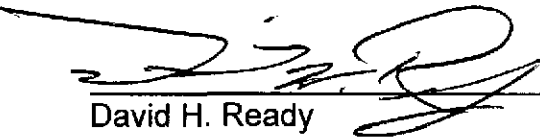
Fiscal Impact

Under the License Agreement, the Palm Springs Historical Society would not pay rent for the use of the Facility. Conversely, the License does not provide the Palm Springs Historical Society any compensation for the public service they are providing to Library patrons at the Welwood Murray Memorial Library.

  
\_\_\_\_\_  
John S. Raymond, Director  
Community and Economic Development

  
\_\_\_\_\_  
Jeannie Kays, Director  
Library Services

  
\_\_\_\_\_  
James Thompson  
Chief of Staff/City Clerk

  
\_\_\_\_\_  
David H. Ready  
City Manager

Attachments:  
License Agreement (to follow)

**LICENSE AGREEMENT  
BY AND BETWEEN**

**The City of Palm Springs,  
A California Charter City and municipal corporation  
and**

**The Palm Springs Historical Society, Inc.  
a California 501 (c)(3) Public Benefit Corporation**

This License Agreement ("License") is made effective as of February 1, 2015, ("Effective Date"), by and between The Palm Springs Historical Society, Inc., a California 501 (c)(3) Public Benefit Corporation ("PSHS"), and the CITY OF PALM SPRINGS, a California Charter City and municipal corporation of the state of California ("City") with offices at 3200 East Tahquitz Canyon Way, Palm Springs, California.

**RECITALS**

A. The City is the owner of the Welwood Murray Memorial Library, located at 100 South Palm Canyon Drive, Palm Springs, California ("Facility") and PSHS is an organization with substantial experience and expertise in the collection, archiving and management of historical records and artifacts related to Palm Springs, and in public educational programs including operating a historical museum and conducting historical tours; and

B. City and PSHS have an existing relationship focused on the management and operation of the Village Green, a City-owned facility which houses and is partially operated by the PSHS; and

C. City has undertaken a substantial renovation of the Facility and will operate it under the direction and management of the Palm Springs Public Library; PSHS shall complement the Library services by providing Historical Records Research Services in the Facility in a manner similar to the services provided by PSHS at the Village Green; and

D. The License Agreement between the City and PSHS provides for exclusive use of a portion of the premises by PSHS, to provide for office space and archive storage.

NOW THEREFORE, the parties hereto enter into this License Agreement as follows:

**AGREEMENT**

**Section 1. Purpose and Scope**

1.1 Purpose. This License describes an agreement between PSHS and the City to jointly provide Library services to the public in the Facility, including the duties of

the City, the duties of PSHS, and the rules and regulations for the operation of the Facility.

1.2 Public/Private Partnership. This License is established to document the duties and responsibilities of both parties at the Facility. The License covers the services agreed by the parties, to be delivered within the scope of this activity. The scope and hours of the use of the Facility is still evolving and the parties agree to work in a good faith manner to negotiate all aspects of the services to be offered.

1.3 Ownership. The City is the owner of the Welwood Murray Memorial Library, located at 100 South Palm Canyon Drive, Palm Springs, California ("Facility"). "Facility" shall mean any and all portions or parts of the Welwood Murray Memorial Library, as generally described in the description of the Property, attached hereto as Exhibit "A" and incorporated herein by this reference, and all furniture, fixtures and equipment, all appurtenances and all parking ancillary to and in connection therewith except for those located in the exclusive use section of the Facility, which shall be owned by PSHS. The Facility shall be operated as a public facility.

1.4 Rules and Regulations. The Facility will be subject to all rules, regulations, standards, and criteria set forth in the City's General Plan, Municipal Code and Zoning Code, and with rules in this License as set forth in Exhibit "B", "Rules, Regulations and Procedures."

1.5 Financial Provisions. The City is responsible for financing and constructing all physical improvements to the Facility and for hiring staff to operate in the Facility, general building security, building maintenance and repairs, utilities, as well as related materials and supplies, work equipment, or other specific needs of the staff operating in the Facility. PSHS is responsible for financing its staffing levels, as well as related copiers, printers, materials and supplies, work equipment, dedicated security system, or other specific needs of the PSHS staff operating in the Facility.

1.6 Rent. In consideration for the historical research and archiving services provided to the City by PSHS, no rent is to be charged to PSHS for the use of the Facility. However, PSHS will allow the City or its Tourism Bureau the "permission to use" photographs from its collection in the amount of fifteen per year at no cost.

1.7 Facility Management. The City of Palm Springs has determined that it is more beneficial to the public for the City, acting through the Library Director, to manage the Facility. The obligations of the City and PSHS are described in Section 4 of this License. This section does not prevent the City from using private contractors for the maintenance of the landscaping, grounds and building cleaning or other upkeep, and other activities.

**Section 2. License Does Not Convey Real Property.** It is expressly understood and agreed by the parties hereto that this is an Agreement regarding the conduct of

daily activities in the Facility only and does not convey any real property interest in the Property whatsoever.

### **Section 3. General Terms and Conditions**

3.1 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this License.

3.2 Modifications. Any alteration, change or modification of or to this License, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

3.3 Approval. This License shall be effective upon approval by PSHS and the City Council.

3.4 Termination. Either party may terminate this agreement, without prejudice to any legal position thereafter asserted, upon thirty (30) days written notice of the other party.

3.5 Term. The License shall be in effect for five (5) years from the date of execution by both parties.

### **Section 4. Duties and Obligations of the Parties**

4.1 Duties of the City. The City has designated the City Manager through the Director of Library Services to have approval over any operational changes regarding the building.

4.1.1 The City will set building hours.

4.1.2 The City will designate the Operational Staff to be in charge of the day to day operations of the Facility.

4.1.3 The City shall determine the appropriate staffing levels.

4.1.4 The City will be responsible for issuing keys and alarm access codes to the front door and exterior openings to the PSHS manager. All employees should notify the City Operational Staff within a timely manner if keys are lost, or if alarm codes have been compromised.

4.1.5 The City will approve room reservations and maintain the calendar for room reservations of the Community Room.

4.1.6 Common area display or art work needs to be scheduled and approved by the City Manager through the Director of Library Services.

#### 4.2 Responsibilities of the City

4.2.1 Maintenance. The City is responsible for the maintenance and upkeep of the Facility. All staff in the Facility should notify Library Director or designee within a timely manner of any maintenance issues. Custodial services will occur after hours or called in the event of a spill or other cleaning issue.

4.2.2 Utilities. City is responsible for providing water, gas, sewer, electricity, wireless internet (Wi-Fi) service and the telephone service to the Facility. The telephone system will include 10 incoming lines and the ability to transfer calls to lines within the Facility. The Wi-Fi service will be available to the public.

4.2.3 Emergency Procedures. Through the City's Emergency Services Coordinator, the City shall prepare an Emergency Preparedness Plan for the Facility, including fire exiting, training, CPR, emergency procedures and evacuation of the Facility. All staff is responsible for following all proper emergency procedures, including evacuating the public and notifying City staff of emergency.

4.2.4 Repairs. The City will repair any damages to the building: Each party is responsible for the cost of damages they or their staff and not a member of the public may incur through negligence, vandalism, or other reason beyond normal wear and tear.

4.2.5 Cabinetry and Safekeeping. The City shall provide a safe, bolted to the floor, for any cash that is collected in the building. Several cabinets will be designated as lockers for staff to keep tables and desks clear and uncluttered. Cabinetry is provided in the PSHS Premises described in Exhibit "A" ("Premises"); and additional need by PSHS for storage or cabinets within the PSHS Premises shall be the responsibility of PSHS. Any built-in cabinetry shall be approved in advance by the City.

4.2.6 Staff Restroom. The City shall provide for a staff restroom in the Facility to be shared by staff. There will be no public use of staff restroom, unless an absolute emergency. Public restrooms are located in the Plaza Las Flores building next door, and in other locations approved by the City's Public Restroom Program.

4.2.7 Public Restroom. The City shall provide for public restrooms in the Plaza Las Flores building next door, and may utilize other approved locations approved by the City's Public Restroom Program. The City is responsible for developing a maintenance schedule for regular cleaning and conduct all negotiations with the Plaza Las Flores property owner.

4.2.8 Supplies. The City shall provide funds for its own office supplies, paper, toner, ink, furnishings, as well as all Library materials. PSHS is responsible for providing its own office supplies, paper, toner, ink, furnishings, and materials.

4.2.9 Security Patrol. The City will provide for private security to assist on an on-call basis and on a periodic check-in basis (via patrol, not posted guard).

4.2.10 Security Alarm Systems. The City will provide for private security alarm system for the exterior perimeter of the property, but not the PSHS premises, which shall be provided via separate contract by PSHS. PSHS shall use the same vendor as the City's system.

#### 4.3 Responsibilities of PSHS

4.3.1 Staffing. PSHS shall provide the City its operating schedule that as closely as possible matches the Library hours at the Facility. From time to time, depending on availability, PSHS staff may assist staff with duties in the building, particular with customer needs including providing information, printing, computer assistance, and issuing restroom keys.

4.3.2 Display racks. PSHS shall be provided brochure rack space for itself in the public display area, as well as one of three display cabinets: one for PSHS, and two for City display items. PSHS will be responsible for stocking and updating its brochures and other materials.

4.3.3 Computers. PSHS shall provide its own computers in its Archive Viewing Room as well as its own computers for PSHS staff administrative use.

4.3.4 Security Alarm Systems. PSHS will provide for a private security alarm system for its exclusive premises, as well as be responsible for recharging the fire suppression system in its archive room in the event of a discharge.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and PSHS as of the day and year first above written.

**CITY OF PALM SPRINGS**  
A California Charter City

**PALM SPRINGS HISTORICAL SOCIETY**  
A 501(c)(3) Corporation

\_\_\_\_\_  
David H. Ready, Esq., Ph.D  
City Manager

\_\_\_\_\_  
By:  
Its:

SIGNATURES CONTINUED ON NEXT PAGE

SIGNATURES CONTINUED

**CITY OF PALM SPRINGS**  
A California Charter City

**PALM SPRINGS HISTORICAL SOCIETY**  
A 501(c)(3) Corporation

ATTEST:

\_\_\_\_\_  
James Thompson  
City Clerk

\_\_\_\_\_  
By:  
Its:

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas C. Holland  
City Attorney

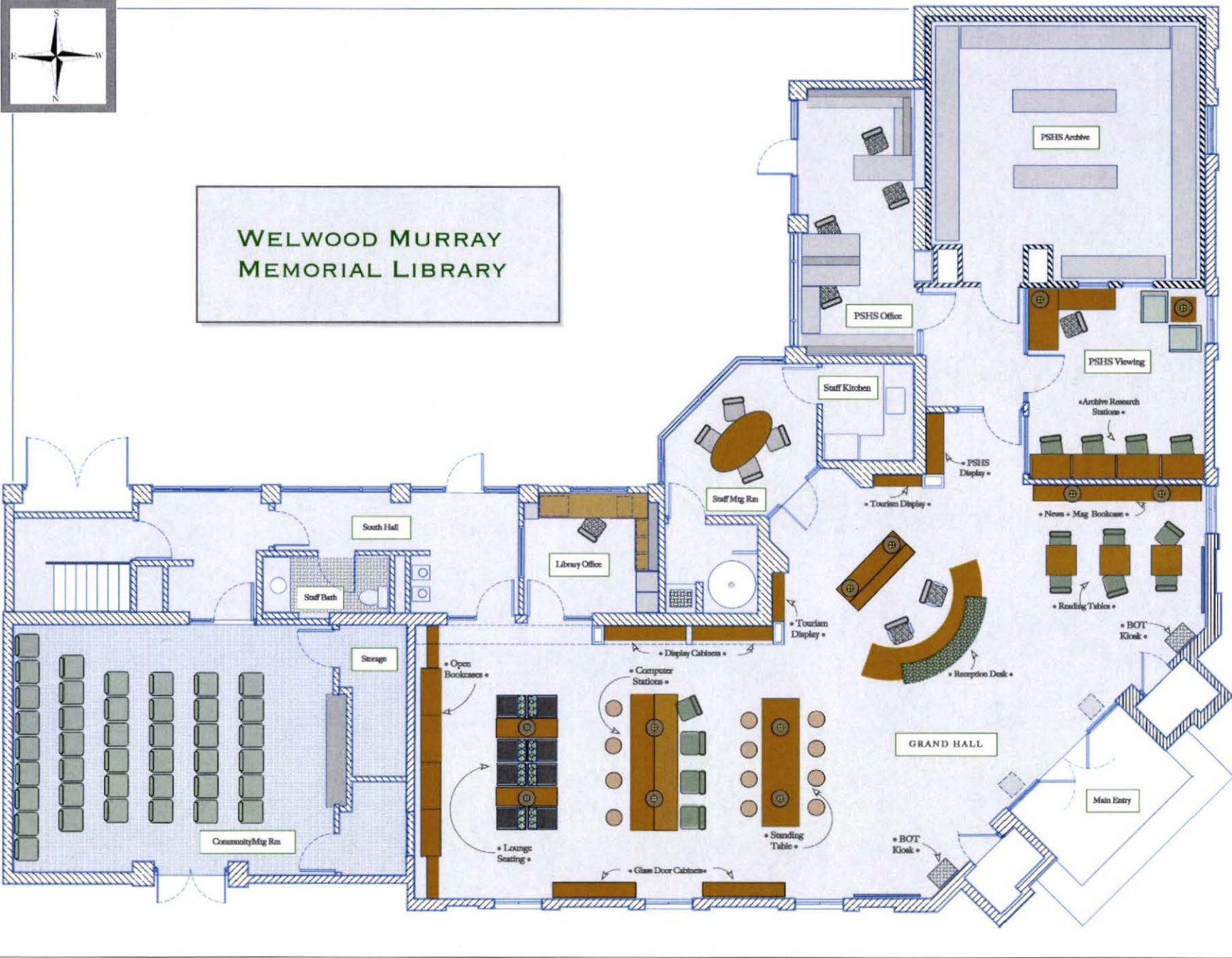
\_\_\_\_\_  
By:  
Its:



Exhibit "A"  
Description of the Property  
(Furnishings Plan Produced by Design Collaborative Group)



# WELWOOD MURRAY MEMORIAL LIBRARY



301 N Palm Canyon Drive  
 Showroom #101  
 Palm Springs, CA 92262

Voice: (760) 322-3784  
 Fax: (760) 745-0364  
 www.DesignCollectiveGroup.com

Welwood Murray  
 Memorial Library  
 Palm Springs, CA

PROJECT  
 Furnishings Plan  
 DSK.1.0

DESIGN BY:  
 Michael A. Thomas FASID, CAPS

Date: © March, 2014  
 Update: April 7, 2014  
 Update: April 12, 2014  
 Update: April 18, 2014

Scale: 1/8" = One Foot

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_

These designs, drawings and concepts are the sole property of The Design Collective Group and created for the exclusive use by the Client and for the project above. These drawings cannot be used on other work or reproduced in whole or part without the written consent of The Design Collective Group.

## **Exhibit "B"**

### **Rules, Regulations, and Procedures of the Facility**

**In all publications, including but not limited to brochures, flyers, press release, articles, websites, the name of the Facility shall always be referred to as the Welwood Murray Memorial Library.**

#### **Hours and Staffing**

- **Hours of Operation:** The hours of operation for the Facility are: Sunday through Saturday (7 days per week); the hours will be 9 am to 9 pm.
- **Holidays.** Facility will be open most holidays specifically to assist visitors and will be closed only on Thanksgiving, Christmas and New Year's Days. Staff will be required to work certain holidays, as decided by a Holiday schedule.
- **Opening and Closing – Additional Hours.** Staff will arrive 30 minutes prior to opening and stay 15 minutes after closing to handle day-to-day opening/closing procedures.

#### **Conduct and Customer Service**

- **Conduct.** All Staff from all the parties will act in a professional manner and be courteous to the public. Managers in charge of each of the parties may discuss staffing issues or concerns with each other as needed.
- **No staff shall use the premises or equipment for personal business.** No staff shall use a personal cell phone during business hours in the customer service area.
- **Tracking.** Visitors entering the Facility will be tracked via an electric eye at the door to count people entering the building. The people counter will also have the capability to count by time period so that peak traffic can be tracked.

#### **Maintenance of the Premises**

- **Cleanliness of the Facility.** All parties will work together to keep a clean and inviting environment for themselves and the public. Special janitorial services will be scheduled in cooperation with all parties (e.g. picking up lightweight objects for floor polishing and carpet cleaning). Since floors are concrete, covered beverages will be allowed in the building. Custodial will be taken care of in the evening or called in the event of a spill or other cleaning issue.

- Storage. Each agency will be assigned storage space and should have all items stored within those areas. Due to the limited floor space, all merchandise must be placed in display cabinets.
- All personal items (purses, backpacks, bags, coats, jackets, etc.) must be stored and secured out of the public areas.
- Reception desk, credenza and all public tables will have minimal postings, signage, and other information visible to the public.
- Space will be reserved in brochure racks for each agency.
- Items to be affixed to walls in common areas should not be mounted in a permanent way that would damage the walls.
- Doors and windows, both interior and exterior will not be covered by any signs, paper, or posters without approval by the Library Director. If approved, any items affixed to glass must be mounted using suction cups.

### **Fees and Charges**

- The Community Room has capacity for 40 people and will require payment of a fee for use of the room and also a fee for staff time if the event is held after hours. The Community Room is booked under the direction of the by Library Director by Staff and use is approved by the Library Director. The fees and instructions will be included on the City's website. The fees for the use of the Community Room are:
  - \$200.00 for each half day (9 a.m. to 1 p.m. | 1 p.m. to 5 p.m. | 5 p.m. to 9 p.m.)
  - \$400.00 for a full day ending at 6 p.m. (9 a.m. to 6 p.m.)
  - \$600.00 for a full day ending at 9 p.m. (9 a.m. to 9 p.m.).
  - There is also an administrative fee of \$25.00.
- Users of the Community room do not get "early" or "late" access to the Facility; all setup and cleanup must occur during normal business hours.
- Any advertising for events at the Community Room by outside groups must contain the following disclaimer: "This event is not sponsored or endorsed by the City of Palm Springs and does not reflect the views or policies of the City of Palm Springs, its officers, officials, or staff."

## **Palm Springs Historical Society**

The Palm Springs Historical Society (the PSHS) is a Licensee and user of the Facility.

PSHS' normal operating policy is that visitors make an appointment to review the archives. Appointments will only be during open hours at the Facility. Individuals can call for reservations or book online to visit the archives and PSHS will have the ability to buzz them into the archive room.

PSHS can designate Research Hours but will adjust their schedule to adapt to the Facility's opening hours and days off. While the Facility is open more hours than PSHS (9 a.m. to 9 p.m., 7 days per week), PSHS shall provide the Library Director its operating schedule that as closely as possible matches the Library hours at the Facility.

PSHS will not staff the front desk; they will only work in the archive room. If PSHS staff is not busy with visitors who have made appointments to review archives, however, they will work with drop in visitors as well as providing some relief at the front desk for other staff to take breaks or in the event of an emergency.

PSHS has one staff person at the McCallum Adobe Museum at all times and does walking tours from that location.

PSHS will supply all furnishings, office supplies, and equipment for its space.