



LIBRARY BOARD OF TRUSTEES

CITY OF PALM SPRINGS, CALIFORNIA

www.palmspringslibrary.gov

REGULAR MEETING AGENDA WEDNESDAY, JANUARY 11, 2023 5:30 P.M.

Pursuant to Assembly Bill 361, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

- To view/listen to the meeting live, please use the following link: <https://us02web.zoom.us/j/85958290008?pwd=cUV6NDJuTndZVk1TcEtYUeSWUdpQT09> or call 1-669-900-6833, Meeting ID: 859 5829 0008, Passcode: 090845
- Submit your public comment to the Library Board of Trustees electronically. Material may be emailed to jeannie.kays@palmspringsca.gov. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Board and retained for the official record.
- You may provide telephonic comments by calling the Library Director at (760) 322-8375 to be added to the public comment queue. At the appropriate time, a staff member will call you so that you may provide your public testimony to the Board.
- The meeting will be recorded, and the audio file will be available from the Office of the City Clerk and will be posted on the City's YouTube channel, as soon as practicable.

TRUSTEES

Craig Borba, Ed. D., Chair

Juanita Garner, Vice-Chair

Al Jones, Treasurer

Ed McBride, Trustee

David Norgard, Trustee

Palm Springs is an inclusive world-class city dedicated to providing excellent and responsive public services to enhance the quality of life for current and future generations.

Staff representative: Jeannie Kays, Director of Library Services, Palm Springs Public Library

I. CALL TO ORDER - ROLL CALL

- II. **ACCEPTANCE OF THE AGENDA:** In order to meet Brown Act requirements, items may be added to the agenda only upon decision by a majority of the Board of Directors to add the item because of a need for immediate action. This Agenda was available for public access at the City Hall exterior bulletin board (west side of Council Chamber), and City Clerk's office on or before 5:30 p.m., January 4, 2023. A courtesy posting of this Agenda can be found on the Library's website at www.palmspringslibrary.org. Pursuant to the Government Code Section 54957.5, the designated office for inspection of public records in connection with the public meeting of the Library Board of Trustees is the office of the City Clerk, City Hall, at 3200 East Tahquitz Canyon Way, Palm Springs, California.

Acceptance of Agenda:

Motion: Second: Approved: Opposed: Abstention Names(s):

III. PUBLIC COMMENTS: This time has been set aside for members of the public to address the Library Board of Trustees on Agenda items; and items of general interest within the subject matter within jurisdiction of the City. Although the Library Board of Trustees values your comments, pursuant to the Brown Act, it generally cannot take any action on items not listed on the posted Agenda. Three (3) minutes are assigned to each speaker.

IV. CONSENT AGENDA

- A. Meeting Minutes of December 7, 2022
- B. Library Statistics
- C. Donation Report

Acceptance of Consent Agenda:

Motion: Second: Approved: Opposed: Abstention Names(s):

V. ADMINISTRATIVE REPORTS

- A. Friends of the Palm Springs Library
- B. Palm Springs Public Library Foundation
- C. Library Staff

VI. TREASURERS REPORT

Acceptance of Treasurers Report:

Motion: Second: Approved: Opposed: Abstention Names(s):

VII. DISCUSSION/ACTION ITEMS

- A. DISCUSSION OF MEMORANDUM OF UNDERSTANDING BETWEEN TRUSTEES AND FOUNDATION

Motion: Second: Approved: Opposed: Abstention Names(s):

B. DISCUSS LIBRARY INFRASTRUCTURE RENOVATION-REVIEW TIMELINE

Motion: Second: Approved: Opposed: Abstention Names(s):

VIII. TRUSTEE/STAFF COMMENTS/FUTURE AGENDA ITEMS

IX. ADJOURNMENT: The meeting of the Library Board of Trustees will adjourn to its next scheduled meeting virtually on Zoom at 5:30 p.m. on Wednesday, February 1, 2023.

The Palm Springs Public Library Board of Trustees meets via Zoom at 5:30 p.m. on the 1st Wednesday of every month, unless noted otherwise.

THE PUBLIC IS INVITED TO PARTICIPATE

COMMITTEES:

STANDING:

ADVOCACY	MCBRIDE/BORBA
BUDGET	JONES/GARNER
BUILDINGS	BORBA/NORGARD
POLICIES/BYLAWS	GARNER/NORGARD


AD HOC:

FOUNDATION LIAISON	JONES/MCBRIDE
FRIENDS LIAISON	BORBA
MEASURE J LIAISON	JONES

AFFIDAVIT OF POSTING

State of California)
 County of Riverside) ss.
 City of Palm Springs)

I, Jeannie Kays, Director of Library Services of the City of Palm Springs, California, hereby certify this Agenda was delivered to each member of the Library Board of Trustees, provided to all parties who have requested such notice, posted at City Hall before 5:30 p.m., on January 4, 2023, and posted on the City's website as required by established policies and procedures.


 Jeannie Kays, MLIS
 Director of Library Services

PUBLIC NOTICES

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the Library Director, Palm Springs Public Library, 300 S. Sunrise Way. Complete Agenda Packets are available for public inspection at: Palm Springs Public Library. Agenda and staff reports are available on the City's website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Director of Library Services at (760) 322-8375.

It is the intention of the City of Palm Springs to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, If you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact Lisa Brock at 760-322-8387 to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

**PALM SPRINGS PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
MINUTES**

Palm Springs Public Library
Teleconference via Zoom

December 7, 2022

1. CALL TO ORDER

Chair Borba called the meeting to order at 5:30 p.m.

ROLL CALL

PRESENT

Craig Borba	Yes
Juanita Garner	Yes
Al Jones	Yes
Ed McBride	Yes
David Norgard	Yes

STAFF PRESENT: Jeannie Kays, Director of Library Services.

CITY STAFF PRESENT: Lisa Brock, Library Operations and Collection Manager, Kylee Otto, City Attorney.

PUBLIC PRESENT: Robert Engel, Michael Hirschbein, Nancy Morrison, David Sidley, Bill Wiley.

2. ACCEPTANCE OF THE AGENDA:

MOTION: (Norgard/Garner, 5-0) To accept the agenda.

3. PUBLIC COMMENTS: None.

4. CONSENT AGENDA

MOTION: (Jones/McBride, 5-0) To approve the consent agenda.

4. A. Meeting Minutes of October 19, 2022.

4. B. Library Statistics

4. C. Donation Report

5. ADMINISTRATIVE REPORTS

5. A. Friends of the Palm Springs Library

Nanci Morrison gave the report. The Friends raised \$2500 at their Holiday Bazaar.

5. B. Palm Springs Public Library Foundation

David Sidley gave the report. The Foundation had their Pride on the Page book festival at Welwood Library. They sent out their yearend giving letter and donations are coming in.

5. C. Library Staff

Pride on the Page Book Festival: November 4-5. Festival and special event with Sharon Gless and Peter Paige were great events and well-attended.

Santa: Visiting library December 7, 2022. Fun event every year.

Toy Drive: Happening now benefitting James O. Jessie Desert Highland Unity Center and Leisure Center Breakfast with Santa. December 15 is the last day to donate.

California Library Connect Grant: Awarded \$99,581.24 today for technology hardware funding.

6. TREASURERS REPORT

Treasurer Jones gave the report. The trust fund balance is \$1,781,310.91. The City lost money in their investments so \$36,721.22 was deducted from the trust fund.

MOTION: (Jones/Garner, 5-0) To accept the report.

7. DISCUSSION/ACTION ITEMS

7. A. Discussion of Memorandum of Understanding between Trustees and Foundation

Kylee Otto with the City Attorney's office went over the draft Memorandum of Understanding that was included in the Board packet. After the Library Board gives input on the draft it will be taken to the Foundation for their input. The MOU was left broad in certain areas to give flexibility. Trustee Norgard asked if intended outcomes or result should be included in Article 2, section d., part iii.

MOTION: (McBride/Garner, 5-0) To submit the document to the Foundation for review and input.

Chair Borba asked Director Kays to set up a meeting between the Board, the Foundation, and the Friends to discuss how they will handle donations with the renovation.

7. B. DISCUSS JC FREY BUILDING RENOVATION AND TIMELINE

Director Kays gave the report. The question about the JC Frey is do we try to get it done quickly to do we hold off and add that money to the Library Infrastructure Renovation. Chair Borba said it would be convenient to have the Frey building done so the temporary Library can open there. Another suggestion was to bid the two buildings together, so they are both renovated at the same time. Trustee McBride asked if the City has the capacity to do both at the same time. Trustee Norgard asked if Director Kays feels the Frey building is the appropriate temporary branch. Director Kays said it's one of many options that could work; the location of the temporary branch is not critical at this time the construction and money is more important. Trustee McBride said for him the priority is uninterrupted service to the community. He thinks we should postpone the JC Frey building and put that money towards the main Library renovation. Trustee Garner and Norgard agree we should focus on the main Library. Chair Borba agrees the main Library is the priority, but he is worried if we postpone the Frey building it won't get done. Chair Borba suggested meeting with the engineering department to get a timeline for the Frey building. Treasurer Jones asked what the timeline for the main Library is. Trustee Norgard said the way he understands it is it's not really a matter of timing but more that we need that money for the main Library. Director Kays said she can ask for a meeting but reiterated that the engineers are waiting on recommendations from the Library Board to proceed. Treasurer Jones said he does not understand where we are in the project and what the timeline is. Director Kays said that some of that falls under item 7. C. but the main thing needed now is recommendations from the Library Board. Treasurer Jones asked if the Board would need approval to move the money. Director Kays said the Board would make the recommendation and Measure J or City Council would have to approve it.

7. C. DISCUSS LIBRARY INFRASTRUCTURE RENOVATION – RECOMMEND PRIORITIES

Director Kays gave the report. The infrastructure grant is for \$6,569,942.00 with matching funds from the City. The matching funds are budgeted in the five-year capital improvement plan with Measure J. The grant only covers certain tasks; when doing the construction there will be other

things that need to be done outside of the grant funds. The City or the non-profits will need to come up with extra money to cover. The Library Board needs to decide how much extra they are going to be able to afford to put into the scope of work. Treasurer Jones asked if we had a dollar amount for these extra projects. The City wants to know what the Library Board expects Phase One to have in it. Phase One would be done concurrently with the grant projects. Director Kays went over recommendations for projects that should be done in Phase One. They include Furniture, Fixtures (counters, cabinetry, steel shelving, end panels), Equipment (computers and other technology), Exterior Painting, Small Meeting Rooms, and extra costs associated with domino effect of moving restrooms and possibly other rooms. Trustee McBride said the Library Board cannot sit back and allow the City to expect the fundraising arms to provide what the City should be providing to the Library and to the community. He asked what happened to the money that was set aside for the Library before the grant came along. Chair Borba said the future phase ideas should be included in Phase One.

MOTION: (McBride/Norgard, 5-0) To recommend that the City include in the scope of work all the non-grant funded recommendations listed as Phase One as well as the four bullet pointed items listed as future phase ideas.

Moved back to 7. B. at this time.

MOTION: (McBride/Jones, 5-0) To recommend that the City moves forward with the plan to renovate the JC Frey building according to budget and present back to the Library Board with a plan and a confirmed budget. It should not impede on the main Library renovation.

8. TRUSTEE/STAFF COMMENTS/FUTURE AGENDA ITEMS

If Chair Borba and Trustee Norgard are able to meet with the Engineering Department, they will report on the meeting at the January meeting. The Foundation reporting on their changes to the Memorandum of Understanding. Michael Hirschbein suggested the Library Board ask the City to come up with a critical path with specific dates and ask them to report to the Library Board on a monthly basis with updates. The next Board meeting is scheduled for January 4, 2023.

9. ADJOURNMENT

The December meeting adjourned at 7:23 p.m.

RESPECTFULLY SUBMITTED,



Jeannie Kays
Director of Library Services

November 2022 vs. November 2021

LIBRARY STATISTICS	2022	2021	%CHANGE
MATERIALS CHECKED OUT	25,133	25,127	0%
Print	12,580	12,197	3%
Media	8,167	7,898	3%
Electronics	59	37	59%
Downloads & In-house	4,327	4,995	-13%
LIBRARY CARD REGISTRATIONS	207	163	27%
Palm Springs Resident	120	88	36%
California Resident	66	62	6%
Out of State	21	13	62%
DOOR COUNT	8,804	6,283	40%
DOOR COUNT (WMML)	2,942	2,762	7%
COMPUTER SESSIONS	1,399	1,767	-21%
COMPUTER SESSIONS (WMML)	2,942	162	140%
WiFi SESSIONS	1,245	1,307	-5%
WiFi SESSIONS (WMML)	0	137	-100%
PASSPORTS PROCESSED	31	47	-34%
PROGRAMMING			
PRESCHOOL			
In Person Programs	2	0	-
Attendance	26	0	-
Self- Directed Programs	0	0	-
Self- Directed Completed	0	0	-
SCHOOL AGE			
Programs	3	0	-
Attendance	95	0	-
Self- Directed Programs	2	0	-
Self- Directed Completed	150	0	-
FAMILY			
Programs	0	0	-
Attendance	0	0	-
TEEN			
Programs	7	0	-
Attendance	34	0	-
Self- Directed Programs	3	0	-
Self- Directed Completed	83	0	-
ADULT			
Programs	8	4	-
Attendance	83	1,000	-
Virtual Programs	3	6	-50%
Virtual Attendance	44	73	-40%
Self- Directed Programs	0	0	-
Self- Directed Completed	0	0	-
TOTAL			
Programs	20	4	-
Attendance	238	1,000	-
Self- Directed Programs	3	6	-50%
Self- Directed Completed	44	73	-40%
Virtual Programs	5	0	-
Virtual Attendance	233	0	-

December 1, 2022

Janice Fuller & Delores Bitterman
[REDACTED]

Dear Janice and Delores,

On behalf of the Palm Springs Public Library and the Library Board of Trustees, I want to thank you for your November 29, 2022 donation of \$50.00.

With the generous support, such as yours, the Palm Springs Public Library can offer the community the type of programming and services necessary for improving the quality of life of our residents.

Please visit our website, www.palmspringslibrary.org to see the full variety of programs and services we provide to all Palm Springs Residents and Non-Residents. We cannot thank you enough for your donation.

With gratitude,



Jeannie Kays
Director of Library Services
Palm Springs Public Library
City of Palm Springs

BALANCE SHEET FOR 2023 6

FUND: 151 Library Endowment Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
151	10005	Operating Bank Account	300.00	1,822,493.23
151	10006	Cash - Fair Market Value Adj	.00	-36,721.22
151	10299	Unrealized Investments	.00	-6,869.02
TOTAL ASSETS			300.00	1,778,902.99
FUND BALANCE				
151	29000	Fund Balance Unreserved	.00	-1,773,194.42
151	29310	Revenue Control	-300.00	-5,708.57
151	29320	Budgetary FB Unreserved	.00	1,801,860.27
151	29330	Appropriations	.00	-1,801,860.27
151	29335	Encumbrance Control	.00	20,000.00
151	29345	Budgetary FB Reserve for Encum	.00	-20,000.00
TOTAL FUND BALANCE			-300.00	-1,778,902.99
TOTAL LIABILITIES + FUND BALANCE			-300.00	-1,778,902.99

** END OF REPORT - Generated by Lisa Brock **

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO DEC

FUND 151

ACCOUNT	ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER	JNL	SRC	EFF DATE	REFERENCE			
151	10005						
	Operating Bank Account	151	1,822,193.23				
6	230119	CRP	12/05/22	CASH RECEIPTS JOURNAL	50.00	.00	50.00
6	230253	CRP	12/08/22	CASH RECEIPTS JOURNAL	250.00	.00	300.00
			1,822,193.23	300.00	.00	300.00	1,822,493.23
151	10006						
	Cash - Fair Market Value Adj	151	-36,721.22				
			-36,721.22	.00	.00	.00	-36,721.22
151	10299						
	Unrealized Investments	151	-6,869.02				
			-6,869.02	.00	.00	.00	-6,869.02
151	29000						
	Fund Balance Unreserved	151	-1,773,194.42				
			-1,773,194.42	.00	.00	.00	-1,773,194.42
151	29320						
	Budgetary FB Unreserved	151	1,801,860.27				
			1,801,860.27	.00	.00	.00	1,801,860.27
151	29330						
	Appropriations	151	-1,801,860.27				
			-1,801,860.27	.00	.00	.00	-1,801,860.27
151	29335						
	Encumbrance Control	151	20,000.00				
			20,000.00	.00	.00	.00	20,000.00
151	29345						
	Budgetary FB Reserve for Encum	151	-20,000.00				
			-20,000.00	.00	.00	.00	-20,000.00
TOTALS FOR FUND 151							
Library Endowment Fund			5,408.57	300.00	.00	300.00	5,708.57

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO DEC
 FUND 151

ACCOUNT						BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
ACCOUNT NAME	PER	JNL	SRC	EFF DATE	ORG REFERENCE					
REPORT TOTALS						5,408.57	300.00	.00	300.00	5,708.57

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO DEC

REPORT OPTIONS

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Print (D)etail or (S)ummary:           D
Fiscal year-to-date version:          N
Reporting year:                        2023
Reporting from period:                 06 DEC      to 06 DEC
Journal detail from                   12/01/2022  to 12/31/2022
(B)alance sheet or (A)ll accounts:     A
Roll up projects to object level:      N
Omit zero balance accounts:           Y
Sort by 3 Org-Obj-Project
Print Org Code? (Y/N)                  Y
Print Fund Header and org/Obj          N
Include page break between funds       Y
Include page break between each       N
Print totals                           N
Print report options                    Y
Exclude fund balance YEC/AJE for prior years N

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Find Criteria
Field Name      Field value
Fund            151
Department
Division
Future
Character Code
Org
Object
Project
Account type    Balance sheet
Account status

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** END OF REPORT - Generated by Lisa Brock **

ALL LIBRARY EXPENDITURE ACCOUNTS

1/4/2023

LIBRARY TRUST FUNDS							
Org	Object	Description	Budgeted	YTD Spent	Encumbered	Available Budget	Percent Used
1514010	50005	Training Travel and Dues	3,750.00	0.00	0.00	3,750.00	0.00
1514010	50035	Materials and Supplies	52.81	0.00	0.00	52.81	0.00
1514010	50201	Future Library Projects	1,527,234.55	0.00	0.00	1,527,234.55	0.00
1514010	50202	Trust Fund Books	84,157.17	0.00	20,000.00	64,157.17	23.77
1514010	50203	Kropitzer Trust Donation	186,665.74	0.00	0.00	186,665.74	0.00
		Unallocated Funds	-22,957.28			-22,957.28	
		TOTALS	1,778,902.99	0.00	20,000.00	1,758,902.99	

ALL LIBRARY EXPENDITURE ACCOUNTS

1/4/2023

MAIN LIBRARY							
Org	Object	Description	Budgeted	YTD Spent	Encumbered	Available Budget	Percent Used
1004000	40000	Salaries Full Time	1,222,320.00	460,026.75	0.00	762,293.25	37.64
1004000	40002	Salaries Overtime	1,768.00	2,203.25	0.00	-435.25	124.62
1004000	40008	Ex Salary Offset	0.00	0.00	0.00	0.00	0.00
1004000	40010	Leave Payoffs	16,272.00	8,553.55	0.00	7,718.45	52.57
1004000	40020	Fringe Benefits	341,066.00	86,066.65	0.00	254,999.35	25.23
1004000	40045	Medical Insurance Withdrawal	0.00	3,375.00	0.00	-3,375.00	0.00
1004000	40050	RHS Health Benefit	18,300.00	5,250.00	0.00	13,050.00	28.69
1004000	40055	PERS Retirement Cost	460,815.00	177,038.53	0.00	283,776.47	38.42
1004000	40060	PERS - POB	38,028.00	9,507.00	0.00	28,521.00	25.00
1004000	40065	Workers' Compensation	55,742.00	13,935.50	0.00	41,806.50	25.00
1004000	40095	Medicare Insurance	17,723.00	7,132.63	0.00	10,590.37	40.25
1004000	40100	Retiree Health Benefit	136,617.00	34,154.25	0.00	102,462.75	25.00
1004000	40105	Contractual Services	37,000.00	37,737.04	0.00	-737.04	101.99
1004000	50005	Training Travel and Dues	14,000.00	1,557.25	0.00	12,442.75	11.12
1004000	50030	Gas and Lubrications	5,000.00	752.84	0.00	4,247.16	15.06
1004000	50031	Communications	28,400.00	6,303.89	0.00	22,096.11	22.20
1004000	50035	Materials and Supplies	399,325.00	174,544.68	142,374.39	82,405.93	79.36
1004000	50055	Insurance	121,454.00	30,363.50	0.00	91,090.50	25.00
1004000	50105	Repairs and Maint General	95,900.00	11,005.28	3,695.00	81,199.72	15.33
1004000	50120	Facilities Maintenance Service	183,378.00	45,844.50	0.00	137,533.50	25.00
1004000	50126	Grants	34,213.80	3,360.53	14,185.97	16,667.30	51.28
1004000	50135	Administrative Benefits	13,282.44	3,320.50	0.00	9,961.94	25.00
1004000	50140	Printing	18,000.00	3,180.27	0.00	14,819.73	17.67
1004000	50145	Advertising	8,900.00	1,788.00	0.00	7,112.00	20.09
1004000	50200	Friends of the Library	10,339.61	8,027.11	0.00	2,312.50	77.63
		TOTALS	3,277,843.85	1,135,028.50	160,255.36	1,982,559.99	
WELWOOD MURRAY MEMORIAL LIBRARY							
Org	Object	Description	Budgeted	YTD Spent	Encumbered	Available Budget	Percent Used
1004005	40105	Contractual Services	107,177.00	0.00	0.00	107,177.00	0.00
1004005	50015	Electricity	30,000.00	15,996.66	0.00	14,003.34	53.32
1004005	50020	Water	2,500.00	442.84	0.00	2,057.16	17.71
1004005	50030	Gas and Lubrications	5,000.00	0.00	0.00	5,000.00	0.00
1004005	50031	Communications	16,000.00	0.00	0.00	16,000.00	0.00
1004005	50038	Welwood Operations	30,025.00	6,307.67	500.00	23,217.33	22.67
		TOTALS	190,702.00	22,747.17	500.00	167,454.83	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM SPRINGS PUBLIC LIBRARY FOUNDATION
AND
THE CITY OF PALM SPRINGS**

This Memorandum of Understanding (“MOU”), by and between the City of Palm Springs (the “City”), and the Palm Springs Public Library Foundation (the “Foundation”), and together known as the “Parties,” establishes a framework for a sustainable partnership between the Parties in order for mutual support to continue and prosper. This MOU shall be effective on the date (“Effective Date”) that it is signed by both Parties, following any legally required approval by the governing bodies of the Parties.

RECITALS

WHEREAS, the City is a charter city and California municipal corporation;

WHEREAS, the Palm Springs Library Board of Trustees (“Board”) reviews and amends library policy, reviews progress reports, discusses immediate and long-range library planning, prepares an annual budget, prepares an annual report for the City Council and State Library, and administers the Library Trust Fund;

WHEREAS, the Foundation was established as a nonprofit public benefit corporation in the State of California on June 3, 2014;

WHEREAS, the Foundation was created to engage in the solicitation, receipt, and administration of funds and property, and from time to time, to disburse such funds, property and the income thereof to, or for the benefit of, the Palm Springs Public Library system;

WHEREAS, the Foundation intends to solicit donations for the Palm Springs Public Library system from individuals, organizations and corporations and recommend to the City that the Palm Springs Public Library system amenities be named for specific donors depending on the amount donated;

WHEREAS, the Parties desire to enter this memorandum of understanding to clearly delineate the responsibilities of the Parties to each other in accomplishing the purposes stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, both Parties agree as follows:

I. OBLIGATIONS OF THE CITY

- a. Governance/Administration

- i. Grant the Foundation permission to use the name, likeness and logo of the City and the Palm Springs Public Library for uses that support the Palm Springs Public Library mission, programs, and objectives.
 - ii. Recognize the Foundation as a legally separate, independent entity with its own governing body.
- b. Coordination
 - i. Provide support for mutually agreed upon Foundation programs, budgets, projects, fundraising activities, and/or reports.
 - ii. Provide staff consulting and technical assistance for mutually agreed upon improvement programs and projects whenever possible.
 - iii. Assist the Foundation's coordination with other agencies, as needed.
 - iv. Hold a regular meeting, at a minimum annually, between the City and the Foundation to discuss matters mutually agreed upon between the City and the Foundation.
- c. Finances
 - i. Any funds provided to the City under this MOU shall be used solely to fund the construction, operation, ongoing maintenance, and improvement of the Palm Springs Public Library system.
 - ii. Upon receiving any funds pursuant to II.c.iv., determine whether any such funds are funds contributed to the Foundation from the Library Trust Funds and return any such funds to the appropriate Library Trust Fund account(s).
- d. Maintenance Standards
 - i. Except as may be set forth in one or more Facility Use Agreements, the City shall be solely responsible for maintaining all Palm Springs Public Library system facilities in good condition, substantial repair, in a safe, clean and sanitary condition, and in compliance with all rules, regulations, ordinances, or laws.
- e. Services Offered to Foundation
 - i. Provide space at Palm Springs Public Library system facilities, as well as program and maintenance support for activities and other Palm Springs Public Library system improvement projects, to include meeting, program, fundraising, and event space at mutually agreed upon times at the Palm Springs Public Library system facilities. To the extent that a Palm Springs Public Library system facility is used, either by Foundation itself (i.e., for meetings or events), or by third parties (i.e., for fundraising events), any such use shall be subject to a Facility Use Agreement, in a form approved by the City Attorney and City Manager.
 - ii. Promote the Foundation's presence and programs, as permitted.

- iii. Publicly recognize the work, contributions, services, and/or donations received directly or indirectly from the Foundation.
- iv. The City will coordinate with the Foundation to erect and/or install signage and other Library Elements (as defined in paragraph III.a, below) at Palm Springs Public Library system facilities. The approval, permitting and display of such signage shall be subject to the City's laws and regulations. Foundation will pay for the signage and City shall provide personnel to assist in erecting and/or installing the signage at the Palm Springs Public Library system facilities. Notwithstanding the foregoing, for electronic signage, the City shall pay for, maintain, and update such electronic signage for Palm Springs Public Library events and for donor recognition.
- viii. Contributions. The Board may, in its sole and absolute discretion, disburse funds to the Foundation to assist the Foundation in its fundraising efforts for the benefit of the Palm Springs Public Library system. The Board shall consider contribution requests made in accordance with paragraph II.d below.

II. OBLIGATIONS OF THE FOUNDATION

a. Governance/Administration

- i. Register with the Internal Revenue Service (IRS) and California Franchise Tax Board (FTB) as a non-profit organization, and maintain such status.
- ii. Meet federal, state and local charitable solicitation requirements, if the Foundation solicits funds.
- iii. Obtain and maintain any necessary permits, licenses, special insurance, equipment, and inspections for Foundation programs, activities, or events and pay associated costs or fees, if any.
- iv. Authorize the City to use the name and logo of the Foundation to promote the Foundation and its activities.
- v. Upon dissolution, donate any remaining funds pursuant to the terms of the Foundation's Articles of Incorporation and Bylaws.

b. Coordination

- i. Work with City staff and the Board to coordinate on Foundation plans, programs, needs, and projects.
- ii. Coordinate fundraising activities on Palm Springs Public Library system facilities with Palm Springs Public Library staff.
- iii. The Foundation shall provide semi-annual reports to the Director of Library Services showing all donations, disbursements and other expenditures, and funds held. Moreover, the report shall detail the number of fundraising events held, the number of individuals that attended each event, and the amount of money raised from each event. These report shall be provided to the Director of Library Services on February 1 and August 1 of each year.

The Foundation shall provide any financial records requested by the City within thirty (30) days following such request.

c. Finances

- i. Comply with all IRS and FTB non-profit requirements to remain in good standing.
- ii. Donate interest on the funds to the City to support the operation and ongoing maintenance of the Palm Springs Public Library system.
- iii. Donate specific, individual donations for the purchase and/or design and construction of Palm Spring Public Library system facility features, as set forth in paragraph IV, below.
- iv. Upon dissolution, return any and all funds donated to the Foundation for the benefit of the Palm Springs Public Library system to the City, in accordance with Article IX of the Articles of Incorporation of the Palm Springs Public Library Foundation.

d. Contribution Requests

- i. The Foundation may submit contribution requests to the Board for the following expenses: fundraising events and efforts, fundraising data collection tools (including software or databases), personnel salaries for Foundation's Executive Director or other fundraising/administrative staff, program support for new or ongoing programs and services at the Palm Springs Public Library, costs for capital or awareness campaigns, and other expenses to directly support activities that either support or raise funds for the Palm Springs Public Library.
- ii. The Foundation shall not submit any contribution requests to the Board for the following expenses: memberships, and travel or meal expenses (including expenses for alcohol).
- iii. Each contribution request submitted to the Board shall include the following items/information in order to be considered by the Board:
 1. The amount of the contribution sought;
 2. A description of the activity, services, or goods that the contribution will be used for;
 3. A specific budget demonstrating how the contribution will be allocated; and
 4. A description of the forecasted or anticipated outcome of the activity, services, or goods for which the contribution will be used.

III. NAMING RIGHTS FOR THE LIBRARY AND ITS ELEMENTS

a. Right to Issue Naming Rights. The Parties acknowledge and agree that the Foundation will be better able to support the renovation and continued operation and long-term maintenance of the Palm Springs Public Library system if it is able to raise funds through the issuance of naming rights for the Palm Springs Public Library and its component parts ("Naming Rights Opportunities"). Examples of potential Naming Rights Opportunities include, but are not

limited to, the Library itself, the lobby, rooms, other facilities, and improvements, (the “Library Elements”). To the extent permitted by law, and subject to the City’s prior approval, as set forth in paragraph (c), below, the Foundation shall have the right to issue Naming Rights Opportunities to the Palm Springs Public Library and the Library Elements.

b. Term of Naming Right. The name will be affiliated with the Library Element for the applicable Naming Rights Term depending on the amount donated, as further set forth in Exhibit “A”, which is attached hereto and incorporated herein by this reference as though fully set forth herein. Notwithstanding the specified Naming Rights Term, if the Library Element must be replaced or substantially repaired, it may be renamed for a new donor. The Foundation’s successors in interest or assigns shall assume the rights and obligations of this MOU. The Naming Rights Opportunity may be terminated under the following circumstances:

i. Foundation and the City shall each individually retain the right to rescind the naming rights if, in their sole discretion, it is determined that (i) a previously-approved name has become inappropriate due to subsequent criminal acts or acts of moral turpitude of the Donor or the person or entity honored by the issuance of the naming rights, (ii) a Donor has failed to meet its financial obligations relating to a pledged donation, or (iii) any other factor relating to the Donor, the honoree, or the donation has arisen that would discredit the Foundation, the Palm Springs Public Library, or the City and/or is contrary to the City’s interests.

c. City’s Prior Approval. City shall retain all control over location, size, type, and amount of all Naming Rights Opportunities. Prior to issuing any Naming Rights Opportunity, the Foundation shall obtain the City’s written approval of the Naming Rights Opportunity, including as applicable, the proposed location, size, type of opportunity, any required signage/installation, expected donation amount, and the donor’s name. The City shall have thirty (30) calendar days to review and approve or deny any proposed Naming Rights Opportunity.

i. The City’s City Manager has the authority to approve or disapprove a proposed Naming Rights Opportunity up to \$100,000.

ii. Naming Rights Opportunities in excess of \$100,000 shall require specific approval by the City’s City Council.

iii. The Foundation shall not be required to obtain City approval for dedication plaques, engraved tiles or bricks or donor walls in locations approved by the City in its sole and absolute discretion. Such features shall be consistent with the design and functionality of the Palm Springs Public Library.

d. Proceeds from Naming Rights. Other than reasonable Foundation operating expenses, the Foundation will use all donations it receives for the benefit of the Palm Springs Public Library system, including the restoration, operation (including programs and services), ongoing maintenance, and improvement of the Palm Springs Public Library System. In the event the Foundation is dissolved, all Foundation assets will be distributed pursuant to Article IX of the Articles of Incorporation of the Palm Springs Public Library Foundation.

e. **Costs.** Any direct costs incurred in connection with the issuance of Naming Rights Opportunities shall be assumed and paid entirely by the Foundation or by Donors. As further described below, this includes, without limitation, the cost of signage, plaques, name plates, changes in lighting, and the like, and the cost of any marketing materials or events required to identify and engage prospective donors.

f. **No Property Interest.** Notwithstanding any provision of this MOU, the Parties do not intend to convey any ownership or other interest in the Palm Springs Public Library and nothing in this MOU or any donation agreement shall be construed or interpreted as a grant of easement or any other interest in any property, including any portion of any Palm Springs Public Library system facility. If this MOU or any provisions of this MOU are construed or interpreted by a court of competent jurisdiction as conveying an interest in real property among the Parties, this MOU shall immediately become of no further force or effect, without notice to or action by any Party.

IV. DONATIONS TO FUND LIBRARY ELEMENTS

a. It is understood that the Foundation shall have the right to solicit donations that are designated by an individual donor (the “Specific Donation”). The Specific Donation can be designated by the individual donor toward the Foundation’s endowment or for use towards the purchase and/or design and construction of the Palm Springs Public Library, or the construction and installation of any Library Element. The individual donors and any conditions attached to the Specific Donation shall be consistent with the goals, values and objectives of the City and the Foundation and the design and functionality of the Palm Springs Public Library system facility for which the Specific Donation was made. For any Specific Donation in the amount of \$25,000 or higher, the Foundation shall inform the City of any Specific Donation within fifteen (15) days of receipt and the City Council shall have the authority to return or reject any Specific Donation within thirty (30) days of receipt of notice from the Foundation of the Specific Donation.

V. INSURANCE

The Foundation shall obtain and maintain insurance coverage in amounts and of the types (i.e. general liability and directors and officers) as required by the City’s Risk Manager, based on the Foundation’s structure and activities.

VI. AMENDMENT, RENEWAL AND TERMINATION

a. The term of this MOU shall commence on the Effective Date and, unless sooner terminated by written agreement of the Parties, shall end on the expiration of ten (10) years following the Effective Date (“the Expiration Date”). Either party may renew this MOU for an additional period of ten (10) years to commence upon the Expiration Date. To exercise this option to renew, a party must deliver to the other party a written notice of its exercise of the option to renew at least sixty (60) days prior to the Expiration Date.

- b. Any modifications, assignments, alterations, or extensions must be in writing, signed, and approved by both Parties.
- c. This MOU may be terminated by either Party upon 30 days written notice.
- d. Distribution of Proceeds Upon Expiration of the Term or Termination. At the expiration of the term or in the event of termination, all Foundation assets shall within forty-five (45) days be transferred to either the City or to another nonprofit fund, foundation or corporation to be used solely for operation and maintenance of the Palm Springs Public Library system. Moreover, at the Board's sole and absolute discretion, any loan made to the Foundation by the Board may become automatically due and payable upon termination.

VII. INDEMNITY

- a. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or wrongful acts or omissions arising from its respective activities pursuant to this MOU.

VIII. DISPUTE RESOLUTION

- a. The Parties agree to work together in good faith to resolve disagreements that may arise under this MOU. Should such a disagreement arise, the Parties having authority to resolve the dispute will meet and negotiate in good faith toward a mutually satisfactory solution. If any disagreement cannot be resolved through such negotiations, the Parties will consider other alternative dispute resolution processes upon which they may later agree. However, if at any time a Party determines that circumstances so warrant, such Party may seek any available remedy without waiting to complete the informal meet and confer process.

IX. GENERAL PROVISIONS

a. Assignment. Neither Party may assign or transfer all or any portion of its rights or obligations under this MOU to any third party, without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, without the other Party's prior written consent, shall be void.

b. Binding Effect. This MOU shall be binding on all heirs, successors and assigns of the Foundation and the City.

c. Entire Agreement. This MOU contains the entire agreement and understanding of the Parties on this subject. The City and the Foundation understand, acknowledge and agree that no Party, or any agent or attorney for any Party, has made any promise, representation or warranty of any kind whatsoever, express or implied, not contained herein to induce the execution of this

MOU. The City and the Foundation understand, acknowledge and agree that this MOU has not been executed in reliance upon any promise, representation, or warranty not contained herein.

d. **Applicable Law.** This MOU and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any legal or administrative action arising out of this MOU shall be conducted in Riverside County, California.

e. **Warranty of Authority.** The persons executing this MOU on behalf of the City and the Foundation represent and warrant that they are duly authorized to execute this MOU and to bind their respective Party to all terms and conditions of this MOU.

d. **Severability.** If any section, subsection, sentence, clause or phrase of this MOU, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the MOU shall not be affected thereby and may be enforced by the Parties to this MOU.

e. **Notices.** All notices, demands and communications between the City and the Foundation shall be in writing and shall be given by personal delivery, registered mail (return receipt requested, with postage prepaid), Federal Express, electronic mail, or any other reliable private express delivery service to the following addresses:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: City Manager

Palm Springs Public Library Foundation
300 S. Sunrise Way
Palm Springs, CA 92262
Attn: Chief Executive Officer

The foregoing names, addresses may be changed at any time by written notice, as provided above.

f. **Interpretation.** This MOU has been prepared jointly by the Parties, with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that it or its attorneys were solely responsible for drafting this MOU or any provision thereof.

g. **Counterparts.** This MOU may be executed electronically, and in one or more counterparts, each of which shall constitute an original.

IN WITNESS, WHEREOF, the Parties enter into this Understanding as of the Effective Date.

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM SPRINGS PUBLIC LIBRARY FOUNDATION
AND
THE CITY OF PALM SPRINGS**

**PALM SPRINGS PUBLIC LIBRARY
FOUNDATION**

CITY OF PALM SPRINGS

By: _____
David Sidley, President

By: _____
Teresa Gallavan, Interim City Manager

Date: _____

Date: _____

By: _____
Terry Dean, Secretary

ATTEST:

Date: _____

By: _____
Brenda F. Pree, MMC, CERA, City
Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey S. Ballinger
City Attorney

Exhibit "A"

Naming Rights Term

Amount Donated	Naming Rights Term
Less than \$5,000	1 year
\$5,000 to \$10,000	5 years
\$10,001 to \$50,000	10 years
\$50,001 to \$100,000	15 years
\$100,001 or More	20 years

DRAFT

