



LIBRARY BOARD OF TRUSTEES

CITY OF PALM SPRINGS, CALIFORNIA

www.palmspringslibrary.gov

REGULAR MEETING AGENDA WEDNESDAY, MARCH 1, 2023 5:30 P.M.

**Meeting will be held in person at City Hall in the Large Conference Room.
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262.**

- 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.
- 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., February 22, 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 February 1, 2023
- 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. MEMORANDUM OF UNDERSTANDING-PALM SPRINGS PUBLIC LIBRARY FOUNDATION

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

B. SET NEW MEETING DATE FOR APRIL 2023 DUE TO PASSOVER-PROPOSING APRIL 6

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 at 5:30 p.m. on Wednesday, April 5, 2023. ****DATE TO BE SET****

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 February 22, 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

February 1, 2023

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: Julie Warren, Library Services and Public Relations Manager.

PUBLIC PRESENT: Robert Engel, Nanci Morrison, Bill Wiley, Jackson Toone.

2. ACCEPTANCE OF THE AGENDA:

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

3. PUBLIC COMMENTS: None.

4. CONSENT AGENDA

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

4. A. Meeting Minutes of January 11, 2023.

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 are hosting Al Franken for Palm Springs Speaks on March 31 at the Palm Springs High School Richards Center for the Arts. Tickets are on sale at www.palmspringsspeaks.org. The Friends will have a house tour for Modernism Week. The tour will be at the Historic Cavanagh Adobe House in Indian Wells on February 24th. Tickets are available at www.modernismweek.com.

5. B. Palm Springs Public Library Foundation

Bill Wylie gave the report. The Foundation is hosting a Brunch fundraiser that will be April 1st featuring two authors.

5. C. Library Staff

President's Day: Monday, February 20. Main Library Closed. Welwood Murray Memorial Library will be open.

Mah Jong Open Play: Very popular. Wednesdays from 2-4 pm.

6. TREASURERS REPORT

Treasurer Jones gave the report. The trust fund balance is \$1,778,652.99.

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

7. DISCUSSION/ACTION ITEMS

7. A. 2023-24 LIBRARY BUDGET AND TRUST FUND BUDGET DISCUSSION AND APPROVAL OF PROPOSED FUNDS BY "2023-24 LIBRARY BUDGET AD HOC COMMITTEE" (JONES/GARNER)

Treasurer Jones and Vice Chair Garner presented their recommendations for the Library Trust Funds and reported Director Kays' recommendations for the Library General Fund budget. The ad hoc committee recommended allocating \$1,000,000 to the Library Renovation, \$500,000 to the Library Foundation, \$20,000 to the Trust Fund Books account with \$10,000 of that specified for Nonfiction Books from the Kropitzer account, and putting the remaining cash balance in the Future Library Projects account. Chair Borba stated he was uncomfortable with allocating \$500,000 to the Library Foundation. He recommended lowering the amount to \$200,000 and allocate the remainder to the Renovation. Chair Borba's recommendation failed to get a second.

MOTION: (Jones/Norgard 4-1) Accept budget as outlined in the February 1, 2023 memo based on ad hoc meeting Vice Chair Garner and Treasurer Jones had with Director Kays. (Chair Borba voted no)

7. B. LIBRARY INFRASTRUCTURE RENOVATION-DISCUSS AND APPROVE SCOPE OF SERVICES TO BE LISTED IN REQUEST FOR QUALIFICATIONS

Director Kays went over the background of the project and scope of work discussed at the December 7, 2022 meeting that were included in the attached memo. The Trustees confirmed that the items listed in the Scope of Work Memorandum were as discussed with the omission of "future proof mechanical, electrical, and plumbing for possible expansion," which was discussed at the previous meeting.

MOTION: (Jones/Garner 5-0) To adopt list as written with the addition of "future proofing of mechanical, electrical, and plumbing for possible expansion" to the list.

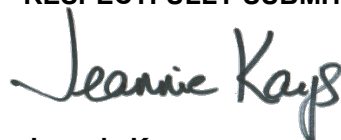
8. TRUSTEE/STAFF COMMENTS/FUTURE AGENDA ITEMS

Discuss Memorandum of Understanding comments by Library Foundation.

9. ADJOURNMENT

The February meeting adjourned at 7:06 p.m.

RESPECTFULLY SUBMITTED,



**Jeannie Kays
Director of Library Services**

January 2023 vs. January 2022

| LIBRARY STATISTICS | 2023 | 2022 | %CHANGE |
|----------------------------|---------------|---------------|-------------|
| MATERIALS CHECKED OUT | 28,144 | 20,998 | 34% |
| Print | 14,906 | 10,209 | 46% |
| Media | 8,270 | 6,199 | 33% |
| Electronics | 66 | 37 | 78% |
| Downloads & In-house | 4,902 | 4,553 | 8% |
| LIBRARY CARD REGISTRATIONS | 191 | 133 | 44% |
| Palm Springs Resident | 87 | 58 | 50% |
| California Resident | 80 | 40 | 100% |
| Out of State | 24 | 35 | -31% |
| DOOR COUNT | 10,998 | 1,276 | 762% |
| DOOR COUNT (WMML) | 2,989 | 679 | 340% |
| COMPUTER SESSIONS | 1,646 | 421 | 291% |
| COMPUTER SESSIONS (WMML) | 2,989 | 55 | 691% |
| WiFi SESSIONS | 1,576 | 677 | 133% |
| WiFi SESSIONS (WMML) | 149 | 75 | 99% |
| PASSPORTS PROCESSED | 44 | 30 | 47% |
| PROGRAMMING | | | |
| PRESCHOOL | | | |
| In Person Programs | 3 | 0 | - |
| Attendance | 56 | 0 | - |
| Self- Directed Programs | 0 | 0 | - |
| Self- Directed Completed | 0 | 0 | - |
| SCHOOL AGE | | | |
| Programs | 2 | 0 | - |
| Attendance | 51 | 0 | - |
| Self- Directed Programs | 1 | 0 | - |
| Self- Directed Completed | 100 | 0 | - |
| FAMILY | | | |
| Programs | 6 | 0 | - |
| Attendance | 92 | 0 | - |
| TEEN | | | |
| Programs | 8 | 0 | - |
| Attendance | 48 | 0 | - |
| Self- Directed Programs | 1 | 1 | - |
| Self- Directed Completed | 15 | 0 | - |
| ADULT | | | |
| Programs | 6 | 0 | - |
| Attendance | 79 | 0 | - |
| Virtual Programs | 0 | 7 | - |
| Virtual Attendance | 0 | 127 | - |
| Self- Directed Programs | 0 | 0 | - |
| Self- Directed Completed | 0 | 0 | - |
| TOTAL | | | |
| Programs | 25 | 0 | - |
| Attendance | 326 | 0 | - |
| Self- Directed Programs | 0 | 0 | - |
| Self- Directed Completed | 0 | 127 | - |
| Virtual Programs | 2 | 1 | - |
| Virtual Attendance | 115 | 0 | - |

BALANCE SHEET FOR 2023 7

| FUND: 151 Library Endowment Fund | | | NET CHANGE FOR PERIOD | ACCOUNT BALANCE |
|---|---------------------------|--------------------------------|--------------------------|----------------------|
| ASSETS | | | | |
| 151 | 10005 | Operating Bank Account | .00 | 1,827,566.46 |
| 151 | 10006 | Cash - Fair Market Value Adj | .00 | -36,721.22 |
| 151 | 10299 | Unrealized Investments | .00 | -6,869.02 |
| | TOTAL ASSETS | | .00 | 1,783,976.22 |
| FUND BALANCE | | | | |
| 151 | 29000 | Fund Balance Unreserved | .00 | -1,773,194.42 |
| 151 | 29310 | Revenue Control | .00 | -10,781.80 |
| 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 | | .00 | -1,783,976.22 |
| TOTAL LIABILITIES + FUND BALANCE | | | .00 | -1,783,976.22 |

** END OF REPORT - Generated by Jeannie Kays **

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO JAN

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 | | | | |
| | | | 1,822,193.23 | .00 | .00 | .00 | 1,822,193.23 |
| 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 | .00 | .00 | .00 | 5,408.57 |

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO JAN
 FUND 151

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

ACCOUNT TRIAL BALANCE FOR FY23/DEC TO JAN

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 07 JAN
Journal detail from                    01/01/2023 to 01/31/2023
(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 Jeannie Kays **

ALL LIBRARY EXPENDITURE ACCOUNTS

1/31/2023

| 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 | -17,884.05 | | | -17,884.05 | |
| | | TOTALS | 1,783,976.22 | 0.00 | 20,000.00 | 1,763,976.22 | |
| | | | | | | | |

ALL LIBRARY EXPENDITURE ACCOUNTS

1/31/2023

| MAIN LIBRARY | | | | | | | |
|---------------------------------|--------|--------------------------------|---------------------|---------------------|-------------------|---------------------|--------------|
| Org | Object | Description | Budgeted | YTD Spent | Encumbered | Available Budget | Percent Used |
| 1004000 | 40000 | Salaries Full Time | 1,232,760.00 | 630,382.47 | 0.00 | 602,377.53 | 51.14 |
| 1004000 | 40002 | Salaries Overtime | 1,768.00 | 2,726.00 | 0.00 | -958.00 | 154.19 |
| 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 | 112,769.80 | 0.00 | 228,296.20 | 33.06 |
| 1004000 | 40045 | Medical Insurance Withdrawal | 0.00 | 4,500.00 | 0.00 | -4,500.00 | 0.00 |
| 1004000 | 40050 | RHS Health Benefit | 18,300.00 | 6,900.00 | 0.00 | 11,400.00 | 37.70 |
| 1004000 | 40055 | PERS Retirement Cost | 460,815.00 | 239,528.12 | 0.00 | 221,286.88 | 51.98 |
| 1004000 | 40060 | PERS - POB | 38,028.00 | 19,014.00 | 0.00 | 19,014.00 | 50.00 |
| 1004000 | 40065 | Workers' Compensation | 55,742.00 | 27,871.00 | 0.00 | 27,871.00 | 50.00 |
| 1004000 | 40095 | Medicare Insurance | 17,723.00 | 9,628.71 | 0.00 | 8,094.29 | 54.33 |
| 1004000 | 40100 | Retiree Health Benefit | 136,617.00 | 68,308.50 | 0.00 | 68,308.50 | 50.00 |
| 1004000 | 40105 | Contractual Services | 37,000.00 | 40,242.64 | 0.00 | -3,242.64 | 108.76 |
| 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 | 3,442.41 | 0.00 | 1,557.59 | 68.85 |
| 1004000 | 50031 | Communications | 28,400.00 | 8,205.98 | 0.00 | 20,194.02 | 28.89 |
| 1004000 | 50035 | Materials and Supplies | 399,325.00 | 200,023.14 | 120,553.32 | 78,748.54 | 80.28 |
| 1004000 | 50055 | Insurance | 121,454.00 | 60,727.00 | 0.00 | 60,727.00 | 50.00 |
| 1004000 | 50105 | Repairs and Maint General | 62,061.00 | 11,055.26 | 4,945.00 | 46,060.74 | 25.78 |
| 1004000 | 50120 | Facilities Maintenance Service | 183,378.00 | 91,689.00 | 0.00 | 91,689.00 | 50.00 |
| 1004000 | 50126 | Grants | 34,213.80 | 6,069.72 | 11,476.78 | 16,667.30 | 51.28 |
| 1004000 | 50135 | Administrative Benefits | 13,282.44 | 6,641.00 | 0.00 | 6,641.44 | 50.00 |
| 1004000 | 50140 | Printing | 18,000.00 | 4,706.69 | 0.00 | 13,293.31 | 26.15 |
| 1004000 | 50145 | Advertising | 8,900.00 | 1,788.00 | 0.00 | 7,112.00 | 20.09 |
| 1004000 | 50200 | Friends of the Library | 11,707.26 | 11,614.99 | 0.00 | 92.27 | 99.21 |
| | | TOTALS | 3,255,812.50 | 1,577,945.23 | 136,975.10 | 1,540,892.17 | |
| 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 | 17,326.19 | 0.00 | 12,673.81 | 57.75 |
| 1004005 | 50020 | Water | 2,500.00 | 676.36 | 0.00 | 1,823.64 | 27.05 |
| 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 | 29,060.00 | 10,078.76 | 500.00 | 18,481.24 | 36.40 |
| | | TOTALS | 189,737.00 | 28,081.31 | 500.00 | 161,155.69 | |

**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. Authorize the Foundation to use the name, likeness and logo of the City and the Palm Springs Public Library when deemed appropriate by the Director of Library Services, or his or her designee.
- ii. Prior to any use of the Foundation's logo the City shall receive approval of the President of the Foundation.
- iii. 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.
- v. The Director of Library Services shall be the primary contact on behalf of the City.

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 logo of the Foundation to promote the Foundation and its activities when deemed appropriate by the President of the Foundation.
 - v. Prior to any use of the name, likeness and logo of the City and the Palm Springs Public Library the Foundation shall receive approval of the Director of Library Services, or his or her designee.

b. Coordination

- i. Work with the Director of Library Services or his or her designee 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 list the number of fundraising events held, and the amount of money raised from each event. These reports 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 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.
 - iii. 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 follows:

| Amount Donated | Naming Rights Term |
|-----------------------|---------------------------|
| Less than \$5,000 | 0 years |
| \$5,001 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 |

c. **Termination of Naming Right.** 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 Naming Rights Opportunity may additionally 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.

d. **City’s Prior Approval.** City shall retain all control over location, size, type, and amount of all Naming Rights Opportunities, and any in-kind donation. 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, value of in-kind donation, 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 Director of Library Services has the authority to approve or disapprove a proposed Naming Rights Opportunity up to \$25,000.

ii. The City's City Manager has the authority to approve or disapprove a proposed Naming Rights Opportunity in excess of \$25,000 up to \$100,000.

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

iv. 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.

e. 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. Foundation shall provide City the proceeds from the Naming Rights within thirty (30) days of receipt from donor. If Foundation determines operating expenses are necessary to be retained from the donation, the Foundation shall provide the Director of Library Services documentation of the expense and justification for retaining the operating expense. If the Director of Library Services does not agree to the retaining of the operating expense, a hearing shall be held before the Board to determine if the operating expense is justified. If the Board determines the operating expense is not justified, Foundation shall return the withheld proceeds of the donation to the City within thirty (30) days from the Board hearing.

f. 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. Foundation shall be responsible for repairing any damage to any signage, plaques, or name plates. City shall not obligated to replace any Library Element or signage, plaque, or name plate that is damaged or destroyed. Any donor with naming rights to the damaged Library Element shall be honored in an alternative method at the sole discretion of the Director of Library Services.

g. 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.

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 Board’s sole and absolute discretion, any loan made to the Foundation by the Board may become automatically due and payable upon termination or upon expiration of the Term.

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: President

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.

DRAFT

**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: _____
Scott C. Stiles City Manager

Date: _____

Date: _____

By: _____
Serena Leiterman, Secretary

ATTEST:

Date: _____

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

APPROVED AS TO FORM:

By: _____
Jeffrey S. Ballinger
City Attorney