



LIBRARY BOARD OF TRUSTEES

CITY OF PALM SPRINGS, CALIFORNIA

www.palmspringslibrary.gov

REGULAR MEETING AGENDA

TUESDAY, APRIL 4, 2023

5:30 P.M.

**Meeting will be held in person at City Hall in Council Chambers.
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=cUV6NDJuTndZVk1TcEtYUEdSWUdpQT09> 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., March 28, 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 March 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. REVIEW FLOW CHART FOR DONATIONS

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, May 3, 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 March 28, 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
City Hall Large Conference Room
Teleconference via Zoom

March 1, 2023

1. CALL TO ORDER

Chair Borba called the meeting to order at 5:31 p.m.

ROLL CALL

PRESENT

Craig Borba	Yes
Juanita Garner	No
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; Julie Warren, Library Services and Public Relations Manager.

PUBLIC PRESENT: Robert Engel, David Sidley, Bill Wiley.

2. ACCEPTANCE OF THE AGENDA:

MOTION: (Jones/Norgard, 4-0) To accept the agenda.

3. PUBLIC COMMENTS: None.

4. CONSENT AGENDA

MOTION: (McBride/Jones, 4-0) To approve the consent agenda.

4. A. Meeting Minutes of February 1, 2023.

4. B. Library Statistics

4. C. Donation Report

5. ADMINISTRATIVE REPORTS

5. A. Friends of the Palm Springs Library

Julie Warren gave the report. The Friends had a house tour for Modernism Week; they sold over 100 tickets as well as books and merchandise. They are having a book sale at the Frey building March 24-26 from 9am to 1pm. March 24th is open to members only, 25th is open to the public, March 26th is a bag sale. Their Annual Meeting will be in April; more information to come.

5. B. Palm Springs Public Library Foundation

David Sidley gave the report. The Foundation is continuing to recruit new members. They will be participating in the One PS Picnic and the Library Family Fun Festival. They are having a fundraiser called Brunch on the Page April 1st. It will feature two local authors discussing their upcoming books. Tickets are available on the Foundation website.

5. C. Library Staff

City Council approved unanimously to approve the RFQ process. The procurement department is working to get that out. Thank you to everyone who gave public comments and wrote letters.

Palm Springs Speaks: Al Franken, March 31. Tickets available on palmspringsspeaks.org.

6. TREASURERS REPORT

Treasurer Jones gave the report. The trust fund balance is \$1,783,976.22.

7. DISCUSSION/ACTION ITEMS

7. A. MEMORANDUM OF UNDERSTANDING – PALM SPRINGS PUBLIC LIBRARY FOUNDATION

MOTION: (Jones,Norgard 4-0) To open item for discussion.

Trustee McBride asked if all the issues were resolved. Chair Borba said he thought all of the Boards issues were addressed.

David Sidley pointed out that in 1.c.i. it says any funds provided will fund ongoing maintenance and in 1.d.i. it says the City shall be solely responsible for maintaining the Library. The foundation would like that language removed because the Foundation will not be responsible for ongoing maintenance of the Library. Chair Borba said he interprets it as any funds that the Foundation raises could be used for those reasons but it's not the Foundations responsibility to maintain it. Director Kays reiterated what Chair Borba said. David Sidley said he doesn't think the Foundation exists to maintain the building. Bill Wiley said it would be easier with their fund-raising efforts of the words ongoing maintenance were struck. Treasurer Jones suggested changing the word shall to may and delete the word solely. Director Kays said that it might be saying that any funds being raised is for the Library not the Fire Department or any other department in the City. David Sidley suggested taking out construction, operation, etc. and it just says fund the Palm Springs Public Library system. Trustee McBride suggested the Foundation come up with alternative language and then let the City Attorney approve it.

I.c.ii refers to a section that does not exist.

In II.b.ii. it says the Foundation shall provide any financial records requested by the City within thirty days following such request. Bill Wiley asked if anyone knew what the intention behind this request. They would like clarity to what kind of reports would be asked for.

Bill Wiley asked what 0 years for less than \$5,000 means on the naming rights chart. David Sidley suggested adding the word minimum, Treasurer Jones suggested adding maximum and have people renew their donations. Trustee McBride said that these are just guidelines for the Foundation if they have a donor that wants to donate a large amount in the agreement with the Foundation the donor could stipulate how long they want the naming rights to be and then the City approves it or rejects it. He suggested adding term to section III.d. on City's Prior Approval. In sections III.d.i., ii., and iii. Julie Warren suggested adding "...and set length of term."

The City Attorney added III.e. some of the information was not included in the previous version. Bill Wiley asked why there is a 30-day limit. Director Kays said it so the money is received in a timely manner so that it can be used for that intent.

Chair Borba and Director Kays are working on a flowchart to show the different areas the money could come in, the Foundation, Friends, etc. They will have the flow chart at the April meeting.

The Foundation needs to know the type of insurance that's required. Director Kays is working with the City Attorney on this.

The lettering in section IX Needs to be corrected.

MOTION: (Jones,Norgard 4-0) To submit the MOU to the City Attorney for clarification and ask what financial records are being asked for in II.b.ii. and clarification regarding ongoing maintenance and authorize Chair to accept on behalf of Trustees or bring back to a future meeting.

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

Director Kays suggested meeting Tuesday, April 4, 2023, at 5:30 in the City Council Chambers.

8. TRUSTEE/STAFF COMMENTS/FUTURE AGENDA ITEMS

Trustee McBride asked if the Board needs to be ready to support any future action with City Council. The Library Board pushed the motion to City Council, and it was approved. Director Kays said the RFQ is being written and it should be out in the next week. Director Kays said the architects and designers will give us a total to work with. She said libraries are running about \$1000 per square foot and our Library is 34,000 square feet so we are looking at \$34 million.

9. ADJOURNMENT

The March meeting adjourned at 6:44 p.m.

RESPECTFULLY SUBMITTED,


Jeannie Kays
Director of Library Services

February 2023 vs. February 2022

LIBRARY STATISTICS	2023	2022	%CHANGE
MATERIALS CHECKED OUT	27,446	17,022	61%
Print	14,895	8,133	83%
Media	8,216	4,859	69%
Electronics	37	46	-20%
Downloads & In-house	4,298	3,984	8%
LIBRARY CARD REGISTRATIONS	222	136	63%
Palm Springs Resident	95	74	28%
California Resident	57	38	50%
Out of State	70	24	192%
DOOR COUNT	11,170	2,347	376%
DOOR COUNT (WMML)	2,908	2,379	22%
COMPUTER SESSIONS	1,547	526	194%
COMPUTER SESSIONS (WMML)	2,908	99	237%
WiFi SESSIONS	1,576	663	138%
WiFi SESSIONS (WMML)	149	105	42%
PASSPORTS PROCESSED	92	54	70%
PROGRAMMING			
PRESCHOOL			
In Person Programs	4	0	-
Attendance	93	0	-
Self- Directed Programs	0	0	-
Self- Directed Completed	0	0	-
SCHOOL AGE			
Programs	5	0	-
Attendance	213	0	-
Self- Directed Programs	2	0	-
Self- Directed Completed	100	0	-
FAMILY			
Programs	2	0	-
Attendance	120	0	-
TEEN			
Programs	9	0	-
Attendance	31	0	-
Self- Directed Programs	1	4	-
Self- Directed Completed	30	78	-
ADULT			
Programs	11	2	-
Attendance	190	72	-
Virtual Programs	3	7	-
Virtual Attendance	9	109	-
Self- Directed Programs	0	1	-
Self- Directed Completed	0	40	-
TOTAL			
Programs	31	2	-
Attendance	647	72	-
Self- Directed Programs	3	0	-
Self- Directed Completed	9	109	-
Virtual Programs	3	5	-
Virtual Attendance	130	118	-

BALANCE SHEET FOR 2023 8

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/JAN TO FEB

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	1,827,566.46				
			1,827,566.46	.00	.00	.00	1,827,566.46
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		10,781.80	.00	.00	.00	10,781.80

ALL LIBRARY EXPENDITURE ACCOUNTS

3/28/23

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	10,000.00	10,000.00	64,157.17	23.77
1514010	50203	Kropitzer Trust Donation	186,665.74	0.00	0.00	186,665.74	0.00
1514010	50208	Library Renovation	0.00	0.00	0.00	0.00	0.00
		Unallocated Funds	-17,884.05			-17,884.05	
		TOTALS	1,783,976.22	10,000.00	10,000.00	1,763,976.22	

ALL LIBRARY EXPENDITURE ACCOUNTS

3/28/23

MAIN LIBRARY							
1004000	40000	Salaries Full Time	1,232,760.00	762,489.49	0.00	470,270.51	61.85
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	139,898.93	0.00	201,167.07	41.02
1004000	40045	Medical Insurance Withdrawal	0.00	5,625.00	0.00	-5,625.00	0.00
1004000	40050	RHS Health Benefit	18,300.00	8,525.00	0.00	9,775.00	46.58
1004000	40055	PERS Retirement Cost	460,815.00	288,984.46	0.00	171,830.54	62.71
1004000	40060	PERS - POB	38,028.00	28,521.00	0.00	9,507.00	75.00
1004000	40065	Workers' Compensation	55,742.00	41,806.50	0.00	13,935.50	75.00
1004000	40095	Medicare Insurance	17,723.00	11,564.17	0.00	6,158.83	65.25
1004000	40100	Retiree Health Benefit	136,617.00	102,462.75	0.00	34,154.25	75.00
1004000	40105	Contractual Services	37,000.00	41,634.64	0.00	-4,634.64	112.53
1004000	50005	Training Travel and Dues	14,000.00	1,942.25	0.00	12,057.75	13.87
1004000	50030	Gas and Lubrications	5,000.00	4,162.22	0.00	837.78	83.24
1004000	50031	Communications	28,400.00	9,160.53	0.00	19,239.47	32.26
1004000	50035	Materials and Supplies	399,325.00	216,364.04	106,851.45	76,109.51	80.94
1004000	50055	Insurance	121,454.00	91,090.50	0.00	30,363.50	75.00
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	137,533.50	0.00	45,844.50	75.00
1004000	50126	Grants	34,213.80	8,428.02	9,118.48	16,667.30	51.28
1004000	50135	Administrative Benefits	13,282.44	9,961.50	0.00	3,320.94	75.00
1004000	50140	Printing	18,000.00	6,363.01	0.00	11,636.99	35.35
1004000	50145	Advertising	8,900.00	1,788.00	1,800.00	5,312.00	40.31
1004000	50200	Friends of the Library	13,927.49	14,539.94	0.00	-612.45	104.40
		TOTALS	3,258,032.73	1,955,180.26	122,714.93	1,180,137.54	
WELWOOD MURRAY MEMORIAL LIBRARY							
1004005	40105	Contractual Services	107,177.00	0.00	0.00	107,177.00	0.00
1004005	50015	Electricity	30,000.00	18,941.75	0.00	11,058.25	63.14
1004005	50020	Water	2,500.00	768.12	0.00	1,731.88	30.72
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	29,788.63	500.00	159,448.37	

**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. 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.

d. Finances

- i. Any funds provided to the City under this MOU shall be used to support the construction, operation, ongoing maintenance, and improvement of the Palm Springs Public Library system.
- ii. Upon receiving any funds pursuant to II.c.iii., 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).

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 Section 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 Section 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 Section 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 Section III (c), 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	1 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.

- f. **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.

- g. **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.

h. 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.

i. 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

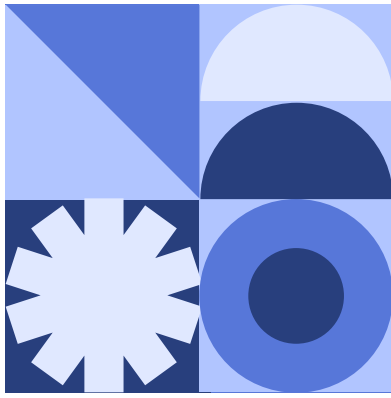
ATTEST:

Date: _____

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

APPROVED AS TO FORM:

By: _____
Jeffrey S. Ballinger
City Attorney



PALM SPRINGS PUBLIC LIBRARY

Donation Flow Chart

Non-Renovation Donations

"Day-to-day" donations that come to the various organizations.

DONATION DESTINATION	Palm Springs Public Library	Library Board of Trustees	Friends of the Palm Springs Public Library	Palm Springs Public Library Foundation
<p>Funds held:</p>	<p>All Library-specific monetary donations are received and passed through to the Library Board of Trustees.</p> <p><i>Exception: Donations made to the Library and earmarked for books go to Library's book budget</i></p>	<p>Donations are placed in the Library Trust Fund, held in trust by the City of Palm Springs.</p>	<p>Funds are held with the bank and investment accounts of the Friends of the Palm Springs Library.</p>	<p>Funds are held with the bank and investment accounts of the Palm Springs Public Library Foundation.</p>
<p>Fundraising mission:</p>	<p>SEE Library Board of Trustees</p>	<p>Supports any and all activities at the library</p>	<p>Supports any and all activities at the library but primarily focused on "smaller" projects, like library programs and single-room furniture projects</p>	<p>Supports any and all activities at the library but primarily focused on "larger" projects, like the library renovation</p>

Funding direction:	SEE Library Board of Trustees	Library Board of Trustees authorize and oversee donation projects using City of Palm Springs procurement and contracting requirements. Project funding requests can be made by Library Director or Library Board of Trustees. Both parties must mutually agree to fund project.	Friends can either buy items directly as a gift to the City Library or donate funds to the Library's City accounts for expenditure. Project funding requests can be made by Library Director or Friends Board of Directors. Both parties must mutually agree to fund project.	Foundation can either buy items directly as a gift to the City Library or donate funds to the Library's City accounts for expenditure. Project funding requests can be made by Library Director or Foundation Board. Both parties must mutually agree to fund project.
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Renovation-Specific, Non-Naming Rights Donations

Donations that come to the various organizations for the purpose of renovating the Main Palm Springs Public Library. Naming rights are not attached to these donations and can be applied to any area of the building renovation.

DONATION DESTINATION	Palm Springs Public Library	Library Board of Trustees	Friends of the Palm Springs Public Library	Palm Springs Public Library Foundation
Funds held:	All Library-specific monetary donations are received and passed through to the Library Board of Trustees Building Fund.	Donations are placed in the Library Trust Building Fund , held in trust by the City of Palm Springs. The City of Palm Springs, under the authorization of the Library Board of Trustees uses these funds for Main Library Renovation expenditures.	Friends of the Library passes non-naming rights, renovation-specific donations through to the City of Palm Springs to be held in the Library Trust Building Fund.	Foundation passes non-naming rights, renovation-specific donations through to the City of Palm Springs to be held in the Library Trust Building Fund.

Renovation-Specific, Naming Rights Donations

Donations with Naming Rights attached that come to the various organizations for the purpose of renovating the Main Palm Springs Public Library. While the funds are donated with the agreement that naming rights are attached, the funds can be spent on any part of the Main Library Renovation. While every organization can accept Naming Rights donations, it is recommended that ALL Naming Rights donations go directly to the Palm Springs Public Library Foundation. Palm Springs Public Library Foundation is the organization responsible for recruiting and recommending naming rights to the City of Palm Springs.

DONATION DESTINATION	Palm Springs Public Library	Library Board of Trustees	Friends of the Palm Springs Public Library	Palm Springs Public Library Foundation
Funds held:	All Library-specific monetary donations are received and passed through to the Library Board of Trustees Building Fund . Library Director coordinates with donor and Library Foundation to ensure no duplication of naming rights.	Donations are placed in the Library Trust Building Fund , held in trust by the City of Palm Springs. The City of Palm Springs, under the authorization of the Library Board of Trustees uses these funds for Main Library Renovation expenditures. Library Director coordinates with donor and Library Foundation to ensure no duplication of naming rights.	Friends of the Library passes naming rights, renovation-specific donations to Library Foundation.	Foundation follows Naming Rights donation guidelines set forth in Memorandum of Understanding between the Palm Springs Public Library Foundation and the City of Palm Springs. In summary, The City of Palm Springs has 30 calendar days to review and approve or deny proposed Naming Rights Opportunities. Library Director approves or disapproves proposed Naming Rights

Opportunities up to \$25,000.

City Manager approves or disapproves proposed Naming Rights

Opportunities of \$25,001-\$100,000.

City Council approves or disapproves proposed Naming Rights

Opportunities in excess of \$100,000.

Foundation passes naming rights, renovation-specific donations through to the City of Palm Springs to be held in the Library Trust **Building Fund.**