



San Francisco Public Library

**Addendum to the Memorandum of Understanding
between
the San Francisco Public Library
and
the Friends and Foundation of the San Francisco Public Library
regarding
the Mission Branch Renovation Capital Project**

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING, is made and entered into on April 29, 2021, by and between the San Francisco Public Library (“Library”), and the Friends and Foundation of the San Francisco Public Library, a California non-profit public benefit corporation (“Friends”), pursuant to Article 2, Section B, of the Memorandum of Understanding between the Library and Friends dated August 21, 2017 (“MOU”).

ARTICLE 1

Background

- A. **The Library.** The Library is a Department of the City and County of San Francisco (“City”) governed by the San Francisco Public Library Commission (“Commission”) and the City Librarian. The Library’s mission is to provide free and equal access to information, knowledge, independent learning and to promote the joys of reading for the City’s diverse community.
- B. **The Friends.** The Friends is a non-profit 501(c)(3) corporation and is a legally distinct entity from the Library. The Library does not have oversight of the Friends. The Friends’ mission is to strengthen, support, and advocate for a superior free public library system in San Francisco. Friends’ fundraising is intended to supplement the funding for the Library and not to replace traditional sources or levels of City funding, and to support the Friends’ programs, advocacy, and operating costs.
- C. **Existing MOU.** Article 2, Section B of the MOU states that in addition to Annual Support from the Friends raised for the purpose of enhancing City funding for programs, services, and operations of the Library, the Library may request Friends support for capital and special fundraising projects from time to time. It states that capital campaigns typically include funding for furniture, fixtures, and equipment, but can include funding for other costs. The terms and conditions for each such campaign are to be detailed in an addendum to the MOU.

ARTICLE 2

Mission Branch Renovation Capital Project

- A. **Project Proposal.** In collaboration with the community, the Library seeks to transform the Mission Branch Library into an energy efficient, safe, and resilient neighborhood library while maintaining its inherent charm and connection to the surrounding communities. SFPL plans to incorporate contemporary library practices, buildings systems, and technology into this landmark 1916 Carnegie library building. The goals of this project include the restoration of community meeting space, returning the primary building entrance to its original location on 24th Street, returning a grand central staircase to the building, improving the facilities for children and teens, adding restroom capacity, and restoring the grand reading room on the upper level. Friends funds raised in support of this project are expected to support furniture, fixture, and equipment purchases in support of these goals.

- B. **Acceptance of Funds.** The Library will seek City authorization from the Board of Supervisors to accept funds in support of the Mission Branch Renovation project in an amount not to exceed \$875,500 (eight hundred and seventy-five thousand and five hundred dollars). This request for authorization will be incorporated in the Library's budget approval process for FY 21-22. Friends will attend any meetings regarding the acceptance of such funds, as needed.

- C. **Fundraising.** Friends will develop a fundraising plan and present it to the City Librarian for comment. Friends will conduct fundraising activities as contemplated by the approved fundraising plan and will periodically report the status of fundraising activities to the Library. Friends will provide advance notice to the Library of the terms and conditions of any gifts or funds for the project, the use of which is restricted in any way. The fundraising plan may include a proposed structure for naming opportunities for Friends to offer in connection with the campaign, including possible locations for naming, dollar thresholds, and naming formats. The naming proposal must be approved by the Library prior to Friends offering naming rights in connection with any donation.

- D. **Reporting.** Expenditures, invoices, and inventory info made through direct spending by Friends on the Mission Branch Renovation project should be shared monthly with SFPL Finance and Facilities staff. SFPL expenditures of Friends cash received should be shared monthly with Friends. The Library will report the status of the project to the Library Commission, as necessary. Friends will comply with all donor reporting requirements under the MOU with respect to funds raised for this capital project.

- E. **Project Management.** Consistent with San Francisco Administrative Code Chapter 6, the Library will deliver this project through the San Francisco Department of Public Works ("Public Works"). Public Works staff will manage the budget and schedule for the project for the Library as a client.

- F. **Overhead.** Friends overhead administrative costs do not count towards the not-to-exceed project fundraising amount, and that figure will not be reported publicly on any SFPL documents as part of the Friends contribution to the project.

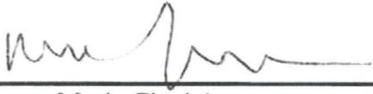
- G. **Requests for Disbursement.** The Parties will handle disbursement processing, and cooperate in reconciliation thereof, in substantially the same manner as with respect to the Annual Fund, noting that SFPL Finance and Facilities staff should be consulted prior to purchasing. In the event there are unspent monies once the Mission Branch Renovation project has been closed out, SFPL and Friends will agree to a mutually acceptable use of funds, both those funds transferred to SFPL and those held by Friends.

- H. **Term.** The term of this project's MOU should cover the duration of the Mission Branch Renovation capital project, including project close-out, and shall expire on June 30, 2025 (the "Expiration Date"); provided, however, that either Party may, in their respective sole and absolute discretion, terminate this Addendum any time upon 90 days written notice to the other Party.
- I. All other provisions of the MOU remain in full force and effect, other than any provision that conflicts with the terms of this Addendum.

In witness thereof, the parties have executed this MOU addendum.

Friends and Foundation of the San Francisco Public Library

San Francisco Public Library



Name: Marie Ciepiela
Title: Executive Director



Name: Michael Lambert
Title: City Librarian

DATE: 04/29/2021

DATE: 4/29/2021