

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN FRANCISCO PUBLIC LIBRARY  
AND**

**THE FRIENDS AND FOUNDATION OF THE SAN FRANCISCO PUBLIC LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made and entered into as of \_\_\_\_\_, 2017, 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”).

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. **Statement of Common Purpose.** The parties share the common objectives of developing and maintaining the highest level of Library service for all of the City’s residents, ensuring an adequate level of finance to maintain equipment and programming at appropriate levels, and making and keeping Library facilities safe and secure, in good repair, and fully accessible to all persons.

ARTICLE 2

Fiscal Support of the Library

- A. **Annual Funding from the Friends.** The Friends shall raise and expend private funds for the Library for the purpose of enhancing City funding for programs, services, and operations of the Library. These monies shall be known as the “Annual Support” fund and will consist of both: (1) donor restricted funds; and, (2) unrestricted funds to support the Library. Each year the Library and Friends will mutually agree to the amount of Annual Support monies the Friends will allocate to the Library in a given fiscal year, as further defined in Article 3 of this MOU. Adjustments to the amount of the Annual Support must be agreed upon in writing between the Library and the Friends.

- B. **Capital Campaigns and Special Fundraising Projects.** In addition to the Annual Support described in Article 2, Section A, the Library may request Friends support for capital and special fundraising projects from time to time. Capital Campaigns typically include funding for furniture, fixtures and equipment but can include funding for other costs. The terms and conditions for each such capital campaign and special fundraising request that Friends agrees to support will be detailed in addendums to this MOU.
- C. **Acceptance of Gifts.** The Library will adhere to the City’s Administrative Code requirements with respect to acceptance of gifts that are in force at the time of the acceptance of the gift. Attached hereto as Attachment A is Friends’ agreement regarding compliance with the gift disclosure requirements of Chapter 67.29-6 of the San Francisco Administrative Code.

### ARTICLE 3

#### Parties’ Cooperative Operation

A. **Annual Support Fund.**

1. *Annual Support Proposal.* Annually, in March of each year, the Library will submit a written proposal for the Annual Support monies to Friends, summarizing the purpose of the proposed uses and how such uses align with Friends’ and donors’ guidelines and requirements. Friends will approve or reject the Annual Support request by early June of each year. In order to ensure the proposal complies with any restrictions on monies donated to Friends, Friends will provide advance notice to the Library of the terms and conditions of any gifts or funds the use of which is restricted in any way.
2. *Acceptance of Annual Support Fund.* The Library will obtain City authorization to accept the Annual Support funds, as required. Friends will attend any meetings regarding the acceptance of Annual Support funds, as needed.
3. *Requests for Disbursement from Annual Support Fund.* The Library will submit written requests to Friends for use of monies from the Annual Support fund with supporting documentation, such as invoices and/or budgets. These requests may be for advances or reimbursements to the City, or for Friends’ direct payment to vendors. The Library’s requests will adhere to Friends’ fiscal year deadlines and other requirements. Friends will pay all requests for advances or reimbursements within 30 business days after receipt from the Library, and will make payments to vendors in accordance with the respective vendors’ terms. Friends will maintain applicable documentation regarding requests and corresponding payment in an orderly manner per Friends’ applicable record retention requirements, which will at least require retention of such documents through the duration of the applicable program plus five fiscal years.
4. *Reconciliation.* On a quarterly basis, the Library finance office and Friends will work together to reconcile expenditure reports. The Library will post annually, by the end of December, a reconciled annual expenditure report on the Library’s website.
5. *Reports.* The parties will collaborate on output reporting requirements of the Annual Support Fund programs and identify outcome evaluation tools and procedures for applicable Annual Support Fund programs.

- B. **Capital Campaigns and Special Fundraising Projects.** Detailed roles and responsibilities will be defined in addendums to this MOU for given projects. The following reflects the parties' general operative agreement regarding capital campaigns and special fundraising projects.
1. *Project Proposal.* For each capital campaign or special fundraising project, the Library will submit a written purpose statement to Friends that defines the short and long term goals of the project and states the specific fiscal or other support requested from Friends. Friends will respond to the Library's purpose statement in a timely fashion, indicating willingness to support the request within the identified time period and meet all applicable deadlines.
  2. *Acceptance of Funds.* The Library will seek City authorization to accept funds for capital campaigns and special fundraising projects, as required. Friends will attend any meetings regarding the acceptance of such funds, as needed.
  3. *Project Management.* The Library will develop and manage budgets and schedules for each applicable project. 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 received for the project, the use of which is restricted in any way. The Library will report the status of the project to the Commission, as necessary.
  4. *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.
- C. **Grant Applications.** The Library may request that Friends apply for particular grants from third-parties for the benefit of the Library, where the Library itself is not eligible to submit an application due to the terms of the grant ("Requested Grants"). If the Friends agrees to submit the Requested Grant, and is successful in obtaining funds, the Library and the Friends will ensure that the acceptance and administration of any funds obtained through such grants comply with applicable City requirements and the requirements of the grantor.
- D. **Library Preservation Fund Renewal.** The Library will obtain the required City approval to renew the Library Preservation Fund and place the renewal of the Library Preservation Fund on the ballot, when necessary. Friends may advocate for the approval of the Library Preservation Fund renewal.
- E. **Library Strategic Priorities.** The Library will communicate to Friends the current list of the Library's annual strategic priorities. Friends will provide input and/or feedback on the Library's annual strategic priorities.
- F. **Friends' Fundraising Efforts and Activities.** The parties shall meet as needed to discuss and define key fundraising efforts and goals. Friends shall seek Library approval in writing for all fundraising events and activities to be hosted in a Library three to six months in advance of the planned event or activity. The Library will ideally respond to all such proposals within 30 business days by approving, modifying, or rejecting the proposal. Such requests should include a description of the fundraising event or activity to be hosted and should include any cost implications for the Library, which could be subject to reimbursement

from the Friends. As with the other activities engaged in by Friends pursuant to this MOU, the insurance and indemnity provisions apply to any events hosted by Friends on City property.

G. **Meetings and Reporting.** The Library and Friends shall convene regular meetings to discuss the status of Library programs and projects and how the Friends can support these activities, including potential donor cultivation strategies and communication plans. Other meetings may be called as needed to review various topics, such as reconciliation of the Annual Support Fund expenditures, as discussed in Article 3. Friends shall provide the Library and City controller's office with copies of its audited financial report annually in either hard copy or electronic copy format. Additionally, Friends shall post its audited financial report, and its 990 federal tax documents on its website. The Library will provide a link to Friends' website for the public to readily access this information from Library's website.

#### ARTICLE 4

##### Miscellaneous Items

A. **Term.** The initial term of the MOU is three (3) years (the "Term") and shall commence on \_\_\_, 2017 (the "Commencement Date"), and shall expire on June \_\_, 2020 (the "Expiration Date"); provided, however, that either Party may, in their respective sole and absolute discretion, terminate this MOU any time upon 90 days written notice to the other Party. Upon the mutual agreement of the Library and the Friends, this MOU may be extended for an additional three (3) year period. No later than one hundred and twenty days (120) before the expiration of the initial term set forth herein, the Parties shall meet and determine whether to extend the MOU for another three (3) years, or less. If either Party declines to the extension, the MOU shall terminate at the expiration of the Term. If the Parties agree to extend the MOU, any such extension shall be on the same terms and conditions as this MOU, and all references to the Term of the MOU shall thereafter include the term of the extension.

B. **Friends Bookstore at Main Library and any other City-owned property that in the future may be leased to the Friends.** Friends' bookstore at the Main Library is governed by the lease agreement with the City's Department of Real Estate and not this MOU. Any changes to the Friends' bookstore would be addressed via said lease agreement. Any other City-owned property that may, in the future, be leased to the Friends would not be included in this MOU and would be governed by a lease agreement with the City's Department of Real Estate.

C. **Employer Taxes and Liability.** Employees, officers, or volunteers of Friends shall under no circumstances be deemed employees of the City due to their status as an employee, officer, or volunteer of Friends. Friends shall be responsible for any employer taxes and liabilities relating to its employees.

D. **Liens and Encumbrances.**

(a) **Liens.** During the Term, Friends shall keep the Library free from any liens arising out of any work performed in furtherance of this MOU, material furnished or obligations incurred by Friends or for the Library.

(b) **Encumbrances.** Friends shall not create, permit, or suffer any liens or encumbrances affecting the Library or any portion of the Library's or the City's interest therein.

(c) **Books and Records; Audit.** The Controller of the City or a duly authorized agent or representative of the City shall have the right to examine the books and records of Friends associated with the Friends' in-kind gifts and services and cash monies to the Library, consistent with federal and state

guidelines at any time upon prior reasonable notice during normal business hours for the purpose of auditing the same, including, at the City's discretion and expense, a formal independent audit conducted by the City's Audit Division for monies associated with the Friends' in-kind gifts and services, and cash monies to the Library.

(d) Possessory Interest Tax. The Parties do not intend hereby to establish a possessory interest. In the event, however, that it is determined that this MOU creates a possessory interest subject to property taxation, Friends agrees to pay any such levied tax.

(e) Taxes, Assessments, Licenses, Permit Fees, and Liens. Friends shall pay any and all real and personal property taxes, general and special assessments, excises, licenses, permit fees, and other charges and impositions of every description levied on or assessed against Friends' personal property. Friends shall make all such payments directly to the charging authority when due and payable, and in any case, reasonably prior to delinquency.

E. **Insurance.** As of the date hereof, subject to approval, by the City's Risk Manager, of the insurers and policy forms, Friends shall place and maintain, throughout the term of this MOU, the following insurance policies:

(a) Comprehensive general liability insurance with limits not less than \$1,000,000 for each occurrence, and \$2,000,000 general aggregate for bodily injury and property damage, or in such greater amount and limits as the City may reasonably require from time to time, including coverage for contractual liability, personal injury, broadform property damage, products and completed operations. Any deductible under such policy shall not exceed \$10,000 for each occurrence; and

(b) As applicable, business automobile liability insurance with limits not less than \$1,000,000 for each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles. Any deductible under such policy shall not exceed \$10,000 for each occurrence; and

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) The liability insurance policies required under subsections (a) through (c) above shall be endorsed to name as an additional insured the City and its respective officers, agents, and employees, including the City Librarian. Said policies shall be endorsed to provide that the insurer waives all rights of subrogation against the City and its Corporation.

(e) Should any of the required insurance be provided under a form of coverage that includes a general aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(f) If Friends will use any subcontractor(s) to engage in the activities contemplated by this MOU on City property, Friends shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

(g) All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 5(F), entitled "Notices."

(h) All insurance and surety companies are subject to approval as to coverage forms and financial security by the City Librarian. Friends shall furnish the Library certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Friends' liability hereunder.

F. **Indemnity.**

Friends shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors, and each of them, from and against any and all third party demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use in connection with the performance of this MOU by Friends, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of the Library or other City property, or any part thereof, (b) any activities conducted thereon by Friends, its Agents or Invitees in connection with the performance of this MOU, or (c) the negligence or willful misconduct of Friends or its Agents in the performance of this MOU, except to the extent of Claims resulting in whole or in part from the active negligence or willful misconduct of the City or the City's agents. In addition to Friends' obligation to indemnify the City, Friends specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Friends by the City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties, including, without limitation, damages for decrease in the value of the Property and claims for damages or decreases in the value of adjoining property. Friends shall also indemnify and hold City harmless from all loss and liability (including attorneys' fees, court costs and all other litigation expenses) for any infringement of the patent rights, copyright, trade secret, or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of City's acceptance or use of logos, trademarks, or other intellectual property created or provided to the City by Friends or the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this MOU. Such obligation shall apply where City's use of Friends' intellectual property is authorized under this or any subsequent agreement between the Parties. Friends' obligations under this Section shall survive the expiration or other termination of this MOU.

City shall indemnify, defend and hold harmless Friends, its officers, agents, employees and contractors, and each of them, from and against any and all third party demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use in connection with the performance of this MOU by City, its employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of Library or other City property, or any part thereof, (b) any

activities conducted thereon by the City, its Agents or Invitees in connection with the performance of this MOU, (c) the active negligence or willful misconduct of the City or its agents in the performance of this MOU or (d) the physical condition of the Property, except to the extent of Claims resulting in whole or in part from the active negligence or willful misconduct of Friends or Friends' agents. In addition to the City's obligation to indemnify Friends, the City specifically acknowledges and agrees that it has an immediate and independent obligation to defend Friends from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the City by Friends and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties, including, without limitation, damages for decrease in the value of the Property and claims for damages or decreases in the value of adjoining property. The City's obligations under this Section shall survive the expiration or other termination of this MOU.

G. **Assignments.** This MOU is personal to Friends. Except as specifically provided herein, Friends shall not assign, transfer, or encumber its interest in this MOU or any other right, privilege, or license conferred by this MOU, either in whole or in part, without obtaining the prior written consent of the City, which the City may give or withhold in its sole and absolute discretion; provided, however, that Friends may assign its interest in this MOU to a non-profit public benefit corporation formed by Friends for the purpose of performing the obligations hereunder and reasonably approved in advance by the City Librarian. Any assignment or encumbrance without the City's consent shall be voidable and, at the City's election, shall constitute a material default under this MOU.

H. **MacBride Principles – Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this MOU on behalf of Friends acknowledges and agrees that he or she has read and understood this section.

I. **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to § 804(b) of the San Francisco Environment Code, City urges all entities with which it contracts not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

J. **Non-Liability of City Officials, Employees and Agents.** Notwithstanding anything to the contrary in this MOU, no elective or appointive board, commission, member, officer, employee, or agent of the City shall be personally liable to Friends, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Friends, its successors and assigns, or for any obligation of the City under this MOU.

K. **Controller's Certification of Funds.** The City's obligations under this MOU are subject to the budget and fiscal provisions of the City's Charter. Any charges due hereunder will accrue to the City only after prior written authorization is certified by the City Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section shall control against any and all other provisions of this MOU; and if for any budgetary period of the City, the City fails to appropriate sufficient funds for the payment of any amounts due from City under this MOU, the City shall have the right to terminate this MOU without penalty, liability, or

expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year.

L. **Nondiscrimination; Penalties.** In the performance of this MOU, Friends agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability, or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or any applicant for employment with, Friends in any of Friends' operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Friends.

M. **Conflicts of Interest.** By executing this MOU, Friends certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this MOU.

N. **Statement of Incompatible Activities.** The Library's Statement of Incompatible Activities (SIA) was adopted under the provisions of San Francisco Campaign & Governmental Conduct Code section 3.218. The City's Ethics Commission approved the Library's SIA on March 27, 2012. In general, the Library SIA (1) prohibits outside activities that are incompatible with the Library's mission; (2) restricts the use of City resources, City work-product and prestige for any non-City purpose, including any political activity or personal purpose; and, (3) prohibits receipt/acceptance of gifts in exchange for doing the employee's job. Library employees are beholden to the Library's SIA. The Friends agrees that it will not knowingly cause Library staff to violate the SIA.

O. **Intellectual Property; Grant of License.** Except as otherwise provided, no intellectual property rights, including without limitation any trademarks, copyrights, trade names, service marks, images and technology of either Party, are transferred by this MOU, and all such intellectual property rights are and shall remain the property of each respective party.

(a) Logo/Trademark License. In accordance with San Francisco Administrative Code § 1.6 governing the use of the City's Corporate Seal, if Friends wishes to seek permission to use the City's Corporate Seal, Friends must follow the procedures set forth in Administrative Code § 1.6 and seek the City and County San Francisco's Board of Supervisors prior approval. In addition, if Friends wishes to use the Library's logo, it must obtain prior written approval from the Library and if the Library or City wishes to use the Friends' logo, it must obtain prior written approval from Friends.

(b) Merchandising. Friends may develop and produce merchandise for sale related to the Library, including, without limitation, appropriate literature, illustrative materials, and other goods or items that increase the public's understanding of the mission of the Library and its programs. Such merchandise may bear the name, image, logo, or likeness of the Library ("Branded Merchandise"). Friends shall obtain the Library's prior written approval of the use of the logos before selling or distributing Branded Merchandise. Friends shall work with the Library to arrange for the sale of all Branded Merchandise. Either Friends or the City also may sell any Branded Merchandise developed hereunder at locations away from the Library (including, without limitation, through catalogs and Internet sites). The Library, in consultation with the Friends, shall have the right to determine and control the nature, quality and type of

Branded Merchandise which may be sold by Friends in, or associated with, the name of the Library. The City Librarian or his or her designee shall review and approve in advance the production and use of any Branded Merchandise, and to remove any items for sale the City Librarian reasonably deems as inappropriate. In order to protect the goodwill associated with the Library's name, trademarks, and logos, Friends agrees to cooperate with the Library to facilitate the Library's reasonable control over the nature and quality of the Branded Merchandise. Friends also agrees to supply the Library with specimens of the Branded Merchandise from time to time for inspection by the City Librarian on reasonable written request and to offer the Library the first right to purchase all Branded Merchandise upon the termination of this MOU, at acquisition cost.

For clarity, Branded Merchandise does not include Friends' materials that are not created for sale, including, without limitation, fundraising materials, advocacy materials.

## ARTICLE 5

### General Provisions

- A. **MOU.** This MOU and any attachments thereto contains the entire agreement between the Library and Friends with respect to the subject matter of this MOU and supersedes all other oral or written agreements between the Library and Friends relating thereto.
  
- B. **MOU Amendments.** This MOU can be amended as appropriate and agreed to by both the Library and Friends. The party wishing to initiate an amendment should do so in writing and highlight the sections of the current MOU to be amended. All amendments must be in writing and signed by both parties.
  
- C. **MOU Addendums.** Addendums to this MOU should be limited to capital and special projects that provide more detailed descriptions of outcomes, roles, and responsibilities. All requests to add an addendum to this MOU should be in writing, including the project purpose statement defining the short and long term goals of the applicable project and stating the specific fiscal and/or other support requested from a given party. The recipient of the request, as noted in Article 3, should respond in a timely manner and indicate the capacity to participate in the specific capital or special project. Addendums must be in writing, provide project details, define roles and responsibilities, establish timelines, and be signed by both parties.
  
- D. **Compliance with Laws.** Each party shall, at its expense, conduct and cause to be conducted all activities performed under this MOU in a safe and reasonable manner and in compliance with all applicable laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity.
  
- E. **Events of Default.** Any material failure by Friends or the Library to perform any of the terms, conditions, or covenants under this MOU shall constitute a default. Upon written notice of such default by either Party, and failure of the other Party to comply with a reasonable opportunity to cure such default (in no event less than thirty (30) days), the non-defaulting Party may terminate this MOU.
  
- F. **Notices.** Except as otherwise expressly provided herein, any notices given under this MOU shall be effective only if in writing and given by delivering the notice in person or by sending it first class mail or certified mail, with a return receipt requested, with postage prepaid, or by overnight courier, addressed as follows:

City: Luis Herrera, City Librarian  
San Francisco Public Library  
100 Larkin Street, 6<sup>th</sup> Floor  
San Francisco, CA 94102

Friends: Marie Ciepiela, Executive Director  
Friends and Foundation of the San Francisco Public Library  
710 Van Ness Avenue  
San Francisco, CA 94102

Notices herein shall be deemed given two (2) days after the date it was mailed if sent by first class, certified mail, or overnight courier, or upon the date personal delivery is made.

- G. **General Provisions.** (a) Except as otherwise expressly required by the City’s Charter, any ordinance of City or other applicable law, the City Librarian may exercise all rights, powers and privileges on behalf of City/Library under this MOU. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this MOU. (c) The section and other headings of this MOU are for convenience of reference only and shall be disregarded in the interpretation of this MOU. (d) This MOU shall be governed by California law and City’s Charter and Administrative Code. (e) Neither party may record this MOU or any memorandum hereof. (f) This MOU shall be deemed to be made in, and shall be construed in, accordance with the laws of the State of California. (g) This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day mentioned above.

FRIENDS AND FOUNDATION OF THE SAN  
FRANCISCO PUBLIC LIBRARY

SAN FRANCISCO PUBLIC LIBRARY

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Name: Marie Ciepiela  
Title: Executive Director

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Name: Luis Herrera  
Title: City Librarian

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
Bradley A. Russi  
Deputy City Attorney