

Resolution -

CONDITIONAL GIFT AGREEMENT - CITY OF SACRAMENTO / PUBLIC LIBRARY

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The parties to this agreement are the Sacramento Public Library Authority, ("SPLA") and Sacramento City Council Member, Robbie Waters ("Waters").

RECITALS

WHEREAS Council Member Robbie Waters was elected to the Sacramento City Council in 1994 to represent District 7 and he provided dedicated service to the District and the City of Sacramento until the end of his term in 2010; and

WHEREAS immediately upon taking office in 1994 and continuing through 2005 Council Members Waters worked tirelessly, on behalf of the City of Sacramento ("City"), with the Board of Trustees of the Sacramento City Unified School District (SCUSD) to try and secure real property from SCUSD through sale or lease for the location of a library in District 7; and

WHEREAS, in late 2002 or early 2003, a joint-use proposal presented to and accepted by the City, SCUSD and SPLA resulted in the formulation of a solid library building project by 2005; and

WHEREAS, on August 28, 2010, ceremonies were held to dedicate the District 7 Robbie Waters Pocket-Greenhaven Library; and

WHEREAS Council member Robbie Waters has expressed an interest in providing financial support to the library in the amount of \$150, 000.00, from the District 7 discretionary funds he has received since 1994, to be used for library support on the condition that the name remains unchanged.

NOW THEREFORE BE IT RESOLVED by and between the parties that the above-specified gift be made and accepted upon the below stated terms and conditions.

BE IT FURTHER RESOLVED that this agreement was approved, by unanimous

vote of the Sacramento City Council, on November 23, 2010.

TERMS AND CONDITIONS

1. The building in which the Robbie Waters Pocket-Greenhaven Library is located is owned by the City of Sacramento and the contents of the same are owned by SPLA.

2. Upon the executions of the agreement, Council Member Robbie Waters shall make a financial donation jointly to the City and SPLA, in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), from the District 7 discretionary funds he has received since 1994, upon the terms and conditions set forth herein below.

3. The corpus shall be deposited by the Treasurer for the City of Sacramento in an interest bearing account for a period of twenty (20) years to generate an annual sum of income, namely interest, for use by SPLA for any purpose in furtherance of the library's mission. Thus, leaving the principal intact for the during of the term of deposit.

4. During the term specified above in which the corpus is on deposit, the name of the Library shall not be changed.

5. Should the name of the library change within the period during which the corpus is on deposit, the full amount of the principal shall and is hereby required to be immediately donated to the Sacramento Society for the Prevention of Cruelty of Animals (SSPCA).

6. Upon execution of this agreement, A copy shall immediately be presented to the SSPCA for its records.

7. This agreement shall be binding on, and inure to the benefit of, the

successor of the respective parties.

8. The signatories to this agreement who are representing City and SPLA warrants and represents that they are authorized to execute this agreement on behalf of City and SPLA.

9. This agreement constitutes the entire agreement and understanding between all the parties hereto, as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether oral or written.

10. This agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

11. This agreement will be presented to the Sacramento Public Library/JPA Board for the adoption of the agreement.

DATED: November ____, 2010

CITY OF SACRAMENTO,
A Municipal Corporation

by _____

Gus Vina, City Manager

DATED: November ____, 2010

SACRAMENTO PUBLIC LIBRARY
AUTHORITY, a Joint Powers Agency

by _____

(name)

DATED: November ____, 2010

ROBBIE WATERS, Council Member