



NOTICE OF MEETING

CITY OF PACIFIC GROVE
CITY COUNCIL
ERRATA SHEET



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

ERRATA SHEET

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: Sandra Kandell, City Clerk
MEETING DATE: 08/17/2022
SUBJECT: City Council Meeting Agenda- Errata Sheet

Attached is additional information for your consideration at the **August 17, 2022** City Council Meeting:

Agenda Item	Information Provided/Corrected
6A	Due to a glitch in the system, the Gift Agreement is included in the linked version of the agenda, but not included in the online packet. It is attached hereto for reference.
6B	Amend the Recommended Action/Recommendation to read as follows: Adopt a resolution entitled "A Resolution of the City Council of the City of Pacific Grove, California, Affirming Support of Reproductive Freedom."
11B	Amend the Recommended Action/Recommendation to read as follows: Request the City Attorney read the title of the ordinance; Motion to waive further reading of the ordinance; Introduce and hold first reading of an ordinance to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as "designated employees," determine that for the purposes of the City of Pacific Grove (City) Conflict Code, the City is the "agency," approve the updated Conflict Code, and direct that a summary of a proposed ordinance be published as approved by the City Attorney.

Attachments

6A Gift Agreement

GIFT AGREEMENT

This Gift Agreement (“Agreement”), is made and entered into by and between the Laws Family (“Donor”), the Pacific Grove Public Library Foundation (“Foundation”), and the City of Pacific Grove (“City”), collectively the “Parties” for the use and benefit of the Pacific Grove Library (“Library”).

Donor wishes to make a charitable gift to the Foundation for the use and benefit of the Library as set forth in this Agreement.

The Foundation and the City desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Gift.** Donations in memory of Jean Laws will be made to City and the Foundation (“Donations”). Donor hereby pledges to pay to the Foundation exclusively for the use and benefit of the Library’s Local History Room, the sum equal to seventy-five thousand dollars (\$75,000) (“Gift”).
2. **Payment of the Gift.** The Gift is an irrevocable pledge that Donor shall pay to the Foundation (Tax ID # 45-1738473) within thirty (30) days after the signing of this Agreement. Foundation shall hold and disburse the Gift to the City over five (5) years in equal portions on or about October 1 of each year for expenditures as prescribed in this Agreement for the benefit of the Local History Room.
3. **Use of the Gift.** The Gift shall be used for local history programs, books, materials, and improved means of electronic access to such materials to benefit the Local History Room and the general Library collection.
4. **Acknowledgment.** In consideration for the Gift, the City and the Library shall acknowledge the Gift by:
 - a. **Naming:** Naming the Local History Room at the Library, “The Laws Family Room” which shall be referenced as such through signage and in Library program publicity. Suggested verbiage:

*The Laws Family Room
Dedicated to the memory of Jean Laws (1943 - 2021)
for her love of words, books, libraries, and learning.
by Matthew, Mark, and David Laws
“Be kinder than necessary: Everyone you meet is fighting some kind of battle”*
 - b. **Dedication Ceremony:** The room will be formally dedicated with a public ceremony at a date agreed upon by the parties.

Before the Naming is erected and Dedication Ceremony is held, Donor shall provide to City the complete Gift. Subject to the terms of this Agreement, the Naming will last for the useful life of the Library.

5. **Modification of Naming.** The City shall honor the name of the Local History Room during the useful life of the Library. If during the useful life of the Library, the Library is closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by City, will have the right, for no additional payment, to have another available and equivalent room named after the Donor.
6. **City of Pacific Grove Approval.** On _____, the City Council approved Resolution 22-_____ authorized the City Manager to execute for and on behalf of the City, all documents to transfer the Gift to the City for the use and benefit of the Library, and to establish the naming of the Local History Room.
7. **Termination.** In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming, in the event of any default in payment of the Gift as provided in this Agreement. Upon any such termination of this Agreement and/or the Naming hereunder, the City shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.
8. **Morality Clause.** If at any time Donor or their name may compromise the public trust or the reputation of the Library, including acts of moral turpitude, the City with the approval of the City Council has the right to remove the name or return the gift.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
10. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the Parties.
11. **Disputes.** The Parties hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses

shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

- 12. Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California. Venue shall be in Monterey.
- 14. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15. Authority.** Any individual executing this Agreement on behalf of the Parties represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16. Severability.** If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect

ACCEPTED AND AGREED TO:

DONORS:

David A. Laws Date

CITY OF PACIFIC GROVE:

City Manager, Pacific Grove Date

Mayor, Pacific Grove Date

PACIFIC GROVE PUBLIC LIBRARY FOUNDATION

Name: Date
Title: