

**Memorandum of Understanding
Between the Saint Paul Public Library and The Friends of The Saint Paul Public Library**

This Memorandum of Understanding (“MOU”) is made this 4th day of February 2026, by and among the City of Saint Paul through its Saint Paul Public Library Agency (the “Library”), a Minnesota governmental subdivision, and The Friends of the Saint Paul Public Library (the “Friends”), a Minnesota nonprofit organization.

WHEREAS, the Friends is an independent nonprofit organization that supports the work of the Library through fundraising, grant-seeking, fund management, advocacy and programming; and

WHEREAS, the Library is currently conducting a multi-year project titled “Transforming Libraries” which uses a mix of public and private funds to renovate or rebuild certain facilities owned and operated by the Library within the City of Saint Paul, Minnesota (the “City”); and

WHEREAS, the Friends is conducting a capital campaign to support the work of the Transforming Libraries project; and

WHEREAS, as part of Transforming Libraries, the Library plans to begin work on the renovation of its Hayden Heights Library, located at 1456 White Bear Ave, Saint Paul, MN 55106, in 2026; and

WHEREAS, the Friends have raised funds to support the work of the Hayden Heights renovation which they intend to transfer to the Library in 2026 and 2027 under the terms of this MOU;

Now, therefore, the Library and the Friends agree to the following terms and conditions:

1. Scope

- a. The Friends will transfer funds to the Library to support the renovation of the Hayden Heights Library in 2026 and 2027, contingent upon the approval of \$3.55 million in funding from the City’s Capital Improvement Budget to the Friends in December 2025 directed toward the Hayden Heights renovation.
- b. The Friends will transfer funds to the Library in the following installments:
 - a. Up to \$620,000 following a vote by the Friends’ Board of Directors in February 2026
 - b. Up to \$500,000 following a vote by the Friends’ Board of Directors in May 2026
 - c. Up to \$500,000 following a vote by the Friends’ Board of Directors in September 2026
 - d. \$30,000 or any remaining amount up to the total of \$1.65 million following a vote by the Friends’ Board of Directors in December 2026
 - e. \$160,000 or any remaining amount up to the total of \$1.81 million following a vote by the Friends’ Board of Directors in February 2027

2. Responsibility of The Library

- a. The Library will actively secure the public funds necessary to commence work on the renovation of the Hayden Heights Library in 2026, subject to all required Library, City Council, or other relevant government approvals and processes
- b. The Library will notify and provide any necessary confirmation of the commencement of renovation to the Friends.
- c. The Library will submit the appropriate resolution to the Library Board to accept and allocate funding from the Friends to its 2026 and 2027 budgets.

3. Responsibility of The Friends

- a. Upon confirmation of the \$3.55 million CIB funding approval for Hayden Heights Library renovations, commencement of renovation, and the Friends' Board of Directors vote, the Friends will transfer \$1.81 million in several installments to the Library to support the renovation of the Hayden Heights Library.

4. Term

- a. The term of this MOU shall commence upon signature and shall continue in full force and effect until December 31, 2027.

5. Amendment

- a. The parties may amend this MOU by mutual agreement in writing.

6. Counterparts

- a. The parties may sign this MOU in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

b. Electronic Signatures

- a. The parties agree that the electronic signature of a party to this MOU shall be valid as an original signature of such party and shall be effective to bind such party to this MOU. The parties further agree that any document (including this MOU and any attachments or exhibits to this MOU) containing or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this MOU.

The above terms and conditions are hereby accepted and agreed to by:

Saint Paul Public Library Agency

Director

Approved as to Form

Assistant City Attorney

The Friends of the Saint Paul Public Library

Executive Director