

DESERT COMMUNITY COLLEGE DISTRICT/CITY OF COACHELLA LIBRARY
FACILITIES USE AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into, effective as of July 1, 2020 (“Effective Date”), by and among the CITY OF COACHELLA) “City” an incorporated city in Riverside County, and the DESERT COMMUNITY COLLEGE DISTRICT (“District”), a California public education institution.

RECITALS

1. WHEREAS the Desert Community College District is a local community college that serves the Coachella Valley offering general education courses and programs; and
2. WHEREAS the City of Coachella owns and operates a city library with classroom facilities located at 1500 Sixth Street, Coachella, California; and
3. WHEREAS THE City and the District wish to enter into an agreement for the District to use the library classrooms to provide residents in the City of Coachella with various course and program offerings.

NOW, THEREFORE, in consideration of the mutual obligations in this Agreement, the City and the District hereby agree as follows:

1. **Purpose.** Subject to terms and conditions of the Agreement, the City shall provide the District with instructional classroom space at the Coachella Library for the full length of the District academic calendar years starting in Summer 2020 through Summer 2022 (June 30, 2022) at times and days mutually agreed upon by the District and the City for the sole purpose of offering District courses and programs. The City agrees to abide the District’s scheduled courses at the library once they have been made public to the community.
2. **Staffing.** The City will ensure that the library is appropriately staffed during the times scheduled to ensure access to the classrooms and related facilities (restrooms, etc.).
 - 2.1. **Security.** The District shall pay the City to extend security hours based on the following:
An hourly rate of \$21.40 will be assessed per hours for the sixteen (16) weeks of each primary (fall and spring) academic term. The hourly rate for security officer services is subject to change in accordance with service contract negotiations. The District will not be assessed fees for scheduled holidays (see addendum for schedule details). Winter and Summer session hours will be provided once final schedules are released. See addendum for specific term dates and campus closures. Any changes will be mutually agreed upon.

Security will patrol areas around the classrooms, parking lot, and common areas beginning one (1) hour before class starts and thirty (30) minutes after class concludes.
3. **Facility Fees.** The District shall pay to the City of Coachella a facility fee equal to **\$29.50** per hour, per classroom scheduled for use. The City shall invoice the District for each term

on confirmation that courses have met minimum enrollment requirements for the continuation of each course. The District shall pay the City a facility fee based on the following:

An hourly rate of \$29.50 per hour per classroom for sixteen (16) weeks each primary (fall and spring) academic term. The sixteen (16) weeks mentioned above accommodates for holidays observed by College of the Desert. The District will not be assessed fees for scheduled holidays (see addendum for schedule details). Winter and Summer session hours will be provided once final schedules are released. See addendum for specific term dates and campus closures. Any changes will be mutually agreed upon.

4. **Rules and Regulations.** The District shall comply with all policies, rules and regulations then in effect for the library facility.
5. **Access.** The parties understand that the District will be permitted to operate at the specific designated space and that this permission will not over any other space for instruction, unless otherwise approved by the City.
6. **Furniture.** The City will allow the District use of existing classroom and conference room furniture for the duration of the Agreement. If furniture is damaged by the instructor or students, the District will replace the damaged furniture like for like. The City agrees to allow the district to provide additional storage furniture and media equipment to aid in classroom instruction.
7. **Terms of Agreement.** The term of this Agreement shall be from **July 1, 2020 through June 30, 2022.**
8. **General Provisions**
 - 8.1. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the City and the District.
 - 8.2. **Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

8.3. **Termination.** Either party may terminate this agreement for future academic terms with written notification to the other party prior to the publishing of the District's course schedule.

8.4. **Amendment.** This Agreement may be modified or amended in writing by mutual agreement between the parties.

8.5. **Notices.** Any written notice or communication in relation to this Agreement shall be sent to the addresses below, or to any such other addresses as furnished in writing:

DRAFT

To the City of Coachella:

The City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

To the Desert Community College District:

College of the Desert
43-500 Monterey Avenue
Palm Desert, CA 92260

9. **Insurance.** The City and the District shall, each at its own expense, maintain a policy of policies of comprehensive general liability insurance with respect to the particular activities of each with appropriate coverages of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. Current Certifications of Insurance will be provided as needed.
10. **Hold Harmless.** The City and the District agrees to defend, indemnify and hold harmless the other party, its Board officers, agents, and employees, individually and collectively, from and against all claims liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.

Desert Community College District

City of Coachella

Authorized Signature

Authorized Signature

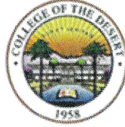
Printed Name and Title

Printed Name and Title

Board Approval/Ratification Date

City Council Approval Date

Appendix A:
2020-2021 College of the Desert Academic Calendar



ACADEMIC CALENDAR 2020-2021

Fall 2020

Flex days	Monday - Friday, August 24, 25, 26, 27, 28
First day of classes	Monday, August 31
Labor Day - HOLIDAY	Monday, September 7
Veteran's Day – HOLIDAY	Wednesday, November 11
Thanksgiving - HOLIDAY	Thursday - Friday, November 26, 27
Final Exams	Saturday-Friday, December 12 - 18
Fall semester ends	Friday, December 18

Semester Break - December 21, 2020 – January 29, 2021
 Christmas Day – HOLIDAY – December 25, 2020
 New Year's Day – HOLIDAY – January 1, 2021

Spring 2021

Flex days	Thursday - Friday, January 28, 29
First day of classes	Monday, February 1
Lincoln's Birthday – HOLIDAY	Friday, February 12
Washington's Birthday - HOLIDAY, Observed	Monday, February 15
Spring Break	Monday - Friday, March 29 - April 2
Cesar Chavez Day Observed	Thursday, April 1
Spring Holiday	Friday, April 2
Final Exams	Saturday-Friday, May 22 - 28
Graduation Ceremonies, Spring Semester Ends	Friday, May 28

Fall	90	Instructional days
	5	Flex days
	95	

Spring	92	Instructional days
	2	Flex days
	94	
	189	Total days

Winter Session 2021

First day of classes	Tuesday, January 5
Martin L. King Jr. Day – HOLIDAY	Monday, January 18
Last Day of Classes/Final Exam	Tuesday, January 26

Appendix B
Course Meeting Dates and Campus Closures

Meeting Month	Meeting Date	Campus Holiday
August	8/31/2020	7th Labor Day
September	2nd; 9th; 14th; 16th; 21st; 23rd; 28th; 30th	
October	5th; 7th; 12th; 14th; 19th; 21st; 26th; 28th;	
November	2nd; 4th; 9th; 16th; 18th; 23rd; 25th; 30th	11th Veteran's Day
December	2nd; 7th; 9th; 14th; 16th	Term Ends December 18th
January	TBD Winter Session	
February	1st; 3rd; 8th; 10th; 17th; 22nd; 24th;	February 15th Washington's Birthday Observed
March	1st; 3rd; 8th; 10th; 15th; 17th; 22nd; 24th; 5th; 7th; 12th; 14th; 19th; 21st; 26th;	March 29th and 31st Spring Break
April	28th;	
May	3rd; 5th; 10th; 12th; 17th; 19th;	Term Ends May 28th

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