

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

THIS AGREEMENT ("Agreement") is entered into, effective as of August 16, 2019 ("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 term 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:
Not to exceed \$4,793.60 or \$21.40 at 3.5 hours per day x 4 days a week x 16 weeks each academic term.

Security will patrol areas around the classrooms, parking lot, and common areas beginning thirty minutes before class starts and ten 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.

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.
7. **Terms of Agreement.** The term of this Agreement shall be from August 26, 2019 through June 30, 2019.

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:

To the City of Coachella:

The City of Coachella
1515 Sixth Street
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

Dr. Annebelle New
Vice President, Instruction

Printed Name and Title

10/31/2019

Board Approval/Ratification Date

Authorized Signature

Printed Name and Title

City Council Approval Date

Amendment Number: 1

Date: 9/19/2019

AMENDMENT # 1 TO CONTRACT # C-0001222

In reference to the Agreement for Professional Services ("Agreement") dated on 9/19/2019, by and between Desert Community College District ("Owner") and City of Coachella ("Consultant"), with respect to providing Security Rate Change is hereby amended, modified, and revised as follows:

Additional Scope of Work:

2.1. Security. The District shall pay the City to extend security hours based on the following: Not to exceed \$4,793.60 or \$21.40 at 3.5 hours per day x 4 days a week x 16 weeks each academic term.

Compensation:

Original Contract Amount:	<u>\$25,000.00</u>
Additional Amount:	<u>\$7,243.20</u>
New Total:	<u>\$32,243.20</u>

Consultant City of Coachella
 Address 1515 Sixth Street
 City, State, Zip Coachella, CA 92236

Desert Community College District
 43-500 Monterey Avenue
 Palm Desert, CA 92260

By _____
 Authorized Agent (Date)

By  9/23/19
 for the District (Date)

Title _____

Title Dr. Annabelle News
Vice President, Instruction

