

**AMENDMENT TO THE
DESERT COMMUNITY COLLEGE DISTRICT/CITY OF COACHELLA LIBRARY
FACILITIES USE AGREEMENT**

THIS AMENDMENT (“Amendment”) made and entered into this 1st day of July 2022 (“Effective Date”), by and between CITY OF COACHELLA (“City”), an incorporated city in Riverside County, and the DESERT COMMUNITY COLLEGE DISTRICT (“District”), a California public education institution. The City and District are referred to individually as a “Party”, and collectively as “Parties”.

RECITALS

WHEREAS, on July 1, 2020, the Parties entered into a Facilities Use Agreement entitled the “Desert Community College District/City Of Coachella Library Facilities Use Agreement”(“Agreement”);

WHEREAS, as set forth in the Agreement, the City owns and operates a city library with classroom facilities located at 1500 Sixth Street, Coachella, California (the “Library”);

WHEREAS, pursuant to the Agreement, the City granted the District the right to use specific classrooms within the Library to provide residents of the City with various courses and program offerings;

WHEREAS, The City and the District wish to modify certain terms of the Agreement and memorialize the same in writing.

WHEREAS, where any Article or portion of the Agreement is amended or superseded by this Amendment, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Agreement, represents a new Lease Agreement and understanding between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term. The Parties hereby agree to extend the term of the Lease through June 30, 2024 (the “New Term”). Thus, all references to the Term and the dates during which the District may use the Library are hereby revised to the New Term as set forth herein. After the New Term, the District, at its sole discretion, may elect to extend the term for an additional two year period or shorter, at the District’s sole discretion.

2. Access. Section 5 of the Agreement grants the District access to “the specific designated space” which has been established, and will continue to include, the classroom spaces within the Library and shared use of the restroom facilities.

3. Scheduling. The following replaces the scheduling set forth in the Agreement. As of the Effective Date of this Amendment, the District plans to use, and therefore will have access to use, the Library pursuant to the terms of the Agreement and this Amendment from 4:00 pm through 11:00 pm Monday through Thursday during the months in which the District is operating classes for the 2022-2023 academic calendar year, as set forth in the Academic Calendar, attached hereto as Exhibit A. The District will provide the Academic Calendar for the 2023-2024 academic year when available which will be incorporated into this Amendment to establish the District's use of the Library for the 2023-2024 academic calendar year. In addition to the scheduled use during the academic calendar year, as set forth above, the District may request access to the Library to conduct additional classroom activities, including, but not limited to, potential summer courses and day courses. Upon the District's request for additional use time, the City shall grant the District the right to use the Library for the time periods requested by the District unless the Library space is unavailable, in which case the Parties shall meet in good faith to identify alternative options, including potentially using different space within the Library to meet the District's scheduling needs.

4. Security. Section 2.1 of the Agreement establishes the security provided by the City and the payment obligations of the District which shall remain in full force and effect during the New Term. City shall ensure its security staff remains on the Library and available to address any issues at least 30 minutes after the District's classes are scheduled to end.

(a) The City shall provide immediate notice to the District Contact (as set forth below) in the event the City is unable to provide security services at any time due to an unexpected absence of the City's security personnel. The City shall provide absence notice as soon as possible and work with the District, in good faith to provide alternative security services (such as a temporary or substitute security provider) and address any security related needs, such as ensuring the District has access to the Library facilities and providing the District with a contact to address any emergency security related service that arises at the Library if/whenever the City is unable to provide security services.

(b) Entry Access. Further, the City's security officers and appropriate City staff will be instructed to ensure at least one of the main doors allowing access to the Library remains open during the District's scheduled use of the Library to ensure District students and staff can enter and exit the Library.

5. Cleaning and Maintenance. The following replaces the cleaning and maintenance requirements set forth in the Agreement. The City shall ensure the Library and specifically the areas used by the District pursuant to this Lease including the classroom spaces and restrooms within the Library, are maintained and cleaned on a daily basis. Such cleaning shall include, but shall not be limited to, removing trash, vacuuming the floors, and generally ensuring the Library space are free from debris and trash. The City shall also ensure the restrooms remained stocked through the New Term by ensuring the restrooms, maintain paper towels, toilet paper, and soap for the District's use. In the event the District determines the Library is not properly maintained, cleaned, or stocked, the District may contact the City Contact, as defined below, and the City shall immediately address the deficiency.

6. Rules and Regulations. Section 4 of the Agreement requires the District to comply with all policies, rules and regulations in effect at the Library. Pursuant to this requirement, the City shall provide the District with a written copy of all such applicable Rules to enable the District to comply with the terms of this Section.

7. Contacts. The following replaces the contacts for each Party as set forth in the Agreement. Throughout the term of the Lease Agreement, the Parties hereby designate the following individuals as their respective contacts who will be available to make and receive any communications from the other Parties and respond to any issues or concerns immediately throughout the New Term including, but not limited to, communications about security issues as set forth in Section 4 above. Each Party shall have the right to change their respective Contact Person upon written notice to the other Party:

(a) District Contact: Tim Nakamura

Phone Number: 760-568-3352

Email: tnakamura@collegeofthedesert.edu

(b) City Contact: Maritza Martinez

Phone Number: 760-501-8111

Email: mmartinez@coachella.org

8. General Terms.

(a) Severability. If any provision in this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(b) Entire Agreement, Waivers and Amendments. This Amendment, along with the provisions of the Agreement that have not been altered or removed pursuant to this Amendment, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. Except as otherwise stated herein, the Lease does not include any terms, conditions, representations, or warranties made or offered by either Party. The terms and conditions set forth in this Amendment, shall constitute the lease agreement and apply to District's use of the Library from the Effective Date through the end of the New Term. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Amendment must be in writing and executed by the Parties.

(c) Execution in Counterpart. This Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

(d) Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

(e) Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Amendment, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

(f) Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Amendment shall be deemed to be inserted herein and the Lease shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Lease shall forthwith be physically amended to make such insertion or correction.

(g) Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Amendment. Both Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Amendment.

(h) Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

(i) Third Party Beneficiaries. Nothing in this Amendment shall be construed to confer any rights upon any party not signatory to this Amendment.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment as of the Effective Date.

CITY OF COACHELLA

By: _____
Its: _____

DESERT COMMUNITY COLLEGE DISTRICT

By: _____
Its: _____

Exhibit A

[Insert District Academic Calendar]



ACADEMIC CALENDAR 2022-2023

Fall 2022

Flex days	Monday - Thursday, August 22, 23, 24, 25
First day of classes	Friday, August 26
Labor Day - HOLIDAY	Monday, September 5
Veterans Day – HOLIDAY	Friday, November 11
Thanksgiving - HOLIDAY	Thursday - Friday, November 24, 25
Final Exams	Saturday-Friday, December 10 -16
Fall semester ends	Friday, December 16

Semester Break - December 19, 2022 – January 27, 2023
 Christmas Day – HOLIDAY Observed – December 26, 2022
 New Year’s Day – HOLIDAY Observed – January 2, 2023

Spring 2023

Flex days	Thursday - Friday, January 26, 27
First day of classes	Monday, January 30
Lincoln’s Birthday – HOLIDAY Observed	Friday, February 17
Washington’s Birthday - HOLIDAY, Observed	Monday, February 20
Spring Break	Monday - Friday, April 3 - 7
Cesar Chavez Day Observed	Thursday, April 6
Spring Holiday	Friday, April 7
Final Exams	Saturday-Friday, May 20 - 26
Graduation Ceremonies, Spring Semester Ends	Friday, May 26

Fall	92	Instructional days
	4	Flex days
	96	

Spring	92	Instructional days
	2	Flex days
	94	
	190	Total days

Winter Session 2023

First day of classes	Wednesday, January 4
Martin L. King Jr. Day – HOLIDAY Observed	Monday, January 16
Last Day of Classes/Final Exam	Wednesday, January 25