

1 **MEMORANDUM OF UNDERSTANDING (MOU)**
2 **FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY BETWEEN THE CITY OF**
3 **COACHELLA AND THE COUNTY OF RIVERSIDE**

4 This Memorandum of Understanding (“MOU”) is made and entered into by and between
5 the COUNTY OF RIVERSIDE (“COUNTY”), a political subdivision of the State of California, and
6 the CITY OF COACHELLA (“CITY”), a municipal organization organized under the laws of the
7 State of California.

8 **RECITALS**

9 WHEREAS, the COUNTY oversees the administration and operations of the Riverside
10 County Library System (“RCLS”); and

11 WHEREAS, the COUNTY has entered into an agreement with Library Systems &
12 Services, LLC, a Maryland limited liability company (“LS&S”), for contracted services for the RCLS
13 for the provision of library services; and

14 WHEREAS, the COUNTY has been under contract with the CITY since October 20, 1998
15 to operate the Coachella Library, now located at 1500 Sixth St., Coachella, CA 92236; and

16 WHEREAS, the CITY desires to enhance library services by establishing a Coachella
17 Library Annex learning environment by converting the CITY-owned building located at 1538
18 Seventh Street, Coachella, California into the Coachella Library Annex and adding Coachella
19 Library Annex Management; and

20 WHEREAS, the CITY and COUNTY mutually agree that library and Coachella Library
21 Annex services will be provided by the COUNTY at the Coachella Library through LS&S.

22 NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of
23 which are hereby acknowledged, the CITY and COUNTY agree as follows:

24 **SECTION 1: TERM**

25 This MOU shall take effect on _____, 2023 and shall remain in effect
26 through and including June 30, 2028 (the “Term”). The CITY or COUNTY may request an
27 extension of this MOU with modified terms. If either the CITY or COUNTY desires to extend the
28 Term of this MOU on modified terms, the CITY and COUNTY shall negotiate in good faith to

1 extend this MOU. Unless otherwise agreed to by the CITY and COUNTY, any extension to this
2 MOU would use the then-existing terms and conditions of the MOU as the floor of acceptable
3 standards for the future library service. Any extension shall be memorialized as a written
4 amendment to this MOU.

5 **SECTION 2: HOURS OF OPERATION**

6 **2.1 – COACHELLA LIBRARY.** During the Term of this MOU, the Coachella
7 Library located at 1500 Sixth Street, Coachella, CA 92236 shall operate a minimum of forty (40)
8 hours per week. When requested by the CITY to operate more than forty (40) hours per week,
9 CITY shall pay COUNTY one hundred ten dollars (\$110) per hour for every hour exceeding forty
10 (40) hours per week of library operations. The COUNTY will provide invoices for library services
11 rendered on a semi-annual basis. Upon receipt of each invoice, the CITY will make payment for
12 all undisputed fees within thirty (30) days. In the event that the CITY withholds payment, the
13 COUNTY will take necessary actions to resolve the issue. If the CITY has any objections
14 regarding the fees charged by the COUNTY for services performed under this Agreement, the
15 CITY must provide written notice to the COUNTY within thirty (30) days of receiving the invoice,
16 specifying the disputed fees.

17 The days and hours of operations shall be as follows:

18	Monday	10:00 a.m. to 6:00 p.m.
19	Tuesday	10:00 a.m. to 6:00 p.m.
20	Wednesday	12:00 p.m. to 8:00 p.m.
21	Thursday	10:00 a.m. to 6:00 p.m.
22	Friday	Closed
23	Saturday	10:00 a.m. to 6:00 p.m.
24	Sunday	Closed

25
26 The Coachella Library shall observe the COUNTY holiday schedule.

27 **2.2 – COACHELLA LIBRARY ANNEX.** During the Term of this MOU, the
28 Coachella Library Annex located at 1538 Seventh Street, Coachella, California shall operate a

1 minimum of twenty (20) hours per week. When requested by the CITY to operate more than
2 twenty (20) hours per week, CITY shall pay COUNTY one hundred ten dollars (\$110) per hour
3 for every hour exceeding twenty (20) hours per week of Library Annex operations. The COUNTY
4 will provide invoices for library services rendered on a semi-annual basis. Upon receipt of each
5 invoice, the CITY will make payment for all undisputed fees within thirty (30) days. In the event
6 that the CITY withholds payment, the COUNTY will take necessary actions to resolve the issue.
7 If the CITY has any objections regarding the fees charged by the COUNTY for services
8 performed under this Agreement, the CITY must provide written notice to the COUNTY within
9 thirty (30) days of receiving the invoice, specifying the disputed fees. The Coachella Library
10 Annex shall observe the COUNTY holiday schedule.

11 **SECTION 3: STAFFING/SERVICES AND OPERATIONS/PROGRAMMING**

12 **3.1** COUNTY shall provide an adequate number of professional library staff
13 persons for the efficient and effective operations of the Coachella Library and Library Annex.
14 COUNTY currently provides library staff and library services through a separate agreement with
15 LS&S. CITY acknowledges and agrees that staff and other services shall be provided to the
16 Coachella Library and Library Annex through the COUNTY's agreement with LS&S. COUNTY,
17 using contract staff by LS&S, shall provide programming such as the literacy program, summer
18 reading program, story time, and ESL classes. COUNTY

19 **3.2** Library and Library Annex facilities will be used solely for the purpose of
20 library services, operations, and programming provided by LS&S and approved by CITY. Any
21 existing use of the library space and future requests that add support to the library by any outside
22 organization shall be approved by City Council. This does not apply to programs occurring in the
23 study rooms and meeting room that receive approval through a signed rental agreement.

24 **3.2.1 COACHELLA LIBRARY ANNEX STAFFING.** During the period of
25 management, the Coachella Library Annex staff shall have the expertise in the following areas:

- 26 • Laser Cutting and Etching
- 27 • Computer Aided Design (CAD) Software
- 28

- 3D Printing
- Electronics and Robotics
- Sewing
- Power Tools and Hand Tools
- Customer Service

3.2.2 COACHELLA LIBRARY ANNEX MANAGER. During the period of management, the Coachella Library Annex Manager shall have the expertise in the following areas:

- Onsite management of the daily operations of the Coachella Library Annex
- Supervise and evaluate employees
- Directing and management of operations
- Operating a computer and relevant software applications
- Operating modern equipment
- Manage the work of Coachella Library Annex staff
- Other tasks associated with the operation of the Coachella Library Annex as required by the CITY

SECTION 4: MAINTENANCE

CITY shall provide adequate staff persons to provide all necessary janitorial services, landscape maintenance, and maintenance and repairs to the Coachella Library, Coachella Library Annex, and appurtenant equipment and fixtures placed on the Coachella Library and Coachella Library Annex. CITY shall keep the Coachella Library and Coachella Library Annex in good and suitable condition for the uses herein, and in compliance with Federal, State and local laws, ordinances, rules and regulations relating to fire, health and safety, and CITY shall maintain the exterior and the interior of the Coachella Library and Coachella Library Annex, including, but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical wiring

1 and fixtures, windows, and structural parts, grounds, in good working condition and repair and in
2 compliance with such laws, ordinances, rules and regulations.

3 **SECTION 5: SECURITY SYSTEMS**

4 CITY shall administer cyber keys that provide door access and support various levels of
5 security to the Coachella Library and Coachella Library Annex. These cyber keys shall be issued
6 to COUNTY by CITY's Information Systems ("IS") Department.

7 **SECTION 6: VOICEMAIL SERVICES**

8 The Coachella Library and Coachella Library Annex telephones shall be answered by a
9 live library staff member or voicemail system during the Coachella Library and Coachella Library
10 Annex's operational hours.

11 **SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE**

12 COUNTY shall provide collections development for the Coachella Library and Coachella
13 Library Annex on an annual basis. COUNTY shall provide maintenance of the Coachella Library
14 and Coachella Library Annex collections consistent with professional library practices. This shall
15 include, but not be limited to, procurement, processing, mending and de-accessioning of the
16 collections.

17 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

18 **8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT.** County shall own
19 and maintain all furniture and equipment in the Coachella Library
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21 **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND**
22 **EQUIPMENT.** COUNTY shall be responsible for the maintenance, repair, and replacement of
23 the furniture, fixtures, and equipment used for library operations and staff functions.

24 **8.2: COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND**
25 **EQUIPMENT.** Upon purchase and installation, CITY shall own and maintain all furniture, fixtures,
26 and equipment in the Coachella Library Annex.

27 **8.2.1: MAINTENANCE OF COACHELLA LIBRARY ANNEX**
28 **FURNITURE, FIXTURES AND EQUIPMENT.** CITY shall be responsible for the maintenance,

1 repair, and replacement of the furniture fixtures, and equipment used for Coachella Library Annex
2 operations and staff functions.

3 **SECTION 9: UTILITIES**

4 The following utilities shall be in the CITY's name and CITY shall be responsible for the
5 payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water,
6 and telephone services, associated with the operations of the Coachella Library. Internet services
7 will be provided by COUNTY to the designated library area of the facility and CITY will provide
8 internet and phone utility services for the conference area of the facility.

9 **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

10 **A. Indemnification by CITY.** CITY shall indemnify and hold COUNTY, its officers,
11 agents, employees and independent contractors free and harmless from any claim or liability
12 whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, employees
13 or volunteers for property damage, bodily injury or death, or any other element of damage of any
14 kind or nature arising out of the performance of this MOU, and CITY shall defend at its expense,
15 including attorney fees, COUNTY, its officers, agents, and employees and independent
16 contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
17 However, this duty to indemnify and hold harmless shall not include and claim arising from the
18 sole negligence or willful misconduct of the COUNTY, its officers, agents, employees and
19 independent contractors.

20 **B. Indemnification by COUNTY.** COUNTY shall indemnify and hold CITY, its
21 officers, agents, employees and independent contractors free and harmless from any claim or
22 liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers,
23 agents, employees or volunteers for property damage, bodily injury or death, or any other element
24 of damage of any kind or nature arising out of the performance of this MOU, and COUNTY shall
25 defend at its expense, including attorney fees, CITY, its officers, agents, employees and
26 independent contractors in any legal action or claim of any kind based upon such alleged acts or
27 omissions. However, this duty to indemnify and hold harmless shall not include any claim arising
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1 from the sole negligence or willful misconduct of the CITY, its officers, agents, employees and
2 independent contractors.

3 **SECTION 11: INDEPENDENT CONTRACTOR**

4 **A.** COUNTY is and shall at all times remain as to CITY a wholly independent
5 contractor. Neither CITY nor any of its officers, employees, agents, or volunteers
6 shall have control over the conduct of COUNTY or any of COUNTY's officers,
7 employees, or agents except as set forth in this MOU. COUNTY shall not at any
8 time or in any manner represent that it or any of its officers, employees or agents
9 are in any manner officers, employees or agents of CITY. COUNTY shall not incur
10 or have the power to incur any debt, obligation or liability whatsoever against CITY,
11 or bind CITY in any manner.

12 **B.** No employee benefits shall be available to COUNTY in connection with the
13 performance of this MOU. Except for the fees paid to COUNTY as provided in this
14 MOU, CITY shall not pay salaries, wages, or other compensation to COUNTY for
15 performing services hereunder for CITY.

16 **SECTION 12: INSURANCE**

17 Both COUNTY and CITY maintain programs of self-insurance. In the event either party
18 shall cease such program, then that party shall be required to procure insurance which would be
19 typical for its obligations under this MOU.

20 **SECTION 13: NOTICES**

21 Any notices which either party may desire to give to the other party under this MOU must
22 be in writing and may be given either by (i) personal service (ii) delivery by reputable document
23 delivery service, such as but not limited to, Federal Express, that provides a receipt showing the
24 date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid,
25 return receipt requested, addressed to the address of the party as set forth below or at any other
26 address as that party may later designate by Notice. Notice shall be effective upon delivery to
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1 the addresses specified below or on the third business day following deposit with the document
2 delivery service or United States Mail as provided below.

3 To City:

To County:

4 City of Coachella

County of Riverside

5 Attention: City Manager

Attention: Suzanne Holland

6 53-990 Enterprise Way

3403 10th Street, Suite 400

7 Coachella, CA 92236

Riverside, California 92501

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9 **SECTION 14: GENERAL**

10 **A.** Notwithstanding the foregoing, it is intended that this MOU sets forth the full and
11 entire understanding of the parties regarding the matters set forth herein. Any agreement,
12 alteration, understanding, variation, waiver, or modification of any of the terms or provisions
13 contained herein shall not be binding upon the parties hereto unless made and executed in writing
14 by all parties hereto, and if required, approved and implemented by the Coachella City Council
15 and the Riverside County Board of Supervisors.

16 **B.** No waiver by either party at any time of any of the terms and conditions of this
17 MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any other
18 terms or conditions contained herein or of the strict and timely performance of such terms and
19 conditions.

20 **C.** Neither party can assign, sublet, mortgage, hypothecate or otherwise transfer in
21 any manner any of its rights, duties, or obligations hereunder to any person or entity without the
22 written consent of the other party being first obtained, which consent shall be in the absolute
23 discretion of that party.

24 **D.** The invalidity of any provision in this MOU as determined by a court of
25 competent jurisdiction shall in no way affect the validity of any other provision hereof.

26 **E.** Any action at law or in equity brought by either of the parties hereto for the purpose
27 of enforcing a right or rights provided for by this MOU shall be tried in a court of competent
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1 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
2 provisions of law providing for a change of venue in such proceedings to any other county.

3 **F.** The section headings herein are for the convenience of the parties only, and shall
4 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of
5 the provisions or language of this MOU.

6 **G.** Both parties shall maintain the confidentiality of all information and records
7 pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations
8 relating to privacy and confidentiality.

9 **H.** Both parties shall cooperate with and provide reasonable assistance to the other
10 to the extent contemplated hereunder in the performance of all obligations under this MOU and
11 the satisfaction of the conditions of this MOU. Approvals required by any party, or any officers,
12 agents or employees thereof, shall not be unreasonably withheld and approval or disapproval
13 shall be given within a reasonable time.

14 **G.** The MOU is hereby executed by the following authorized representatives of the CITY
15 and COUNTY.
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the
2 day and year first above written.

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4 **CITY OF COACHELLA**, a California
5 municipal corporation

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

6 By: _____
7 Steven Hernandez, Mayor

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

8 ATTEST:

ATTEST:

Clerk to the Board

9
10
11 By: _____
12 City Clerk

By: _____
Deputy

13
14 APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

15
16
17 By: _____
18 City Attorney

By: _____
Ryan Yabko, Deputy County Counsel