

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

6 **SECTION 2: HOURS OF OPERATION**

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

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

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|----|-----------|-------------------------|
| 19 | Monday | Closed |
| 20 | Tuesday | 11:00 a.m. to 7:00 p.m. |
| 21 | Wednesday | 11:00 p.m. to 7:00 p.m. |
| 22 | Thursday | 10:00 a.m. to 6:00 p.m. |
| 23 | Friday | 10:00 a.m. to 6:00 p.m. |
| 24 | Saturday | 10:00 a.m. to 6:00 p.m. |
| 25 | Sunday | Closed |

26 The Coachella Library shall observe the COUNTY holiday schedule.

1 **2.2: COACHELLA LIBRARY ANNEX.** During the Term of this MOU, the
2 Coachella Library Annex will be located at 1538 Seventh Street, Coachella, California and will
3 operate a minimum of twenty (20) hours per week. Operations, hours, programming, and
4 compensation to COUNTY for the Coachella Library Annex will be memorialized in an
5 amendment to this MOU after completion of the design of the Coachella Library Annex.

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

7 **3.1** COUNTY shall provide an adequate number of professional library staff
8 persons for the efficient and effective operations of the Coachella Library and Coachella Library
9 Annex. COUNTY currently provides library staff and library services at the Coachella Library
10 through a separate agreement with LS&S. CITY acknowledges and agrees that staff and other
11 services shall be provided to the Coachella Library and the Coachella Library Annex at an
12 additional cost once completed through the COUNTY's agreement with LS&S. COUNTY, using
13 contract staff by LS&S, shall provide programming such as the literacy program, summer reading
14 program, story time, and ESL classes.

15 **3.2** Library and the Coachella Library Annex facilities will be used solely for the
16 purpose of library services, housing an organized collection of printed or other library materials,
17 operations, and programming provided by LS&S and approved by CITY. Any long-term existing
18 use of the library space and future requests that add support to the library by any outside
19 organization shall be approved by City Council; any short-term uses can be approved by the City
20 Manager. This does not apply to programs occurring in the study rooms and meeting room that
21 receive approval through a signed rental agreement. The Coachella Library Annex facility, or
22 the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds
23 received as part of the Building Forward Library Facilities Improvement Program will be
24 dedicated to public library service and used as public library according to the Education Code,
25 sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide
26 at least the following: an organized collection of printed or other library materials, or a
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1 combination thereof; paid staff; and regularly scheduled hours for being open to the public for a
2 period of not less than ten (10) years following completion of the grant period.

3 **SECTION 4: MAINTENANCE**

4 CITY shall provide adequate staff persons to provide all necessary janitorial services,
5 landscape maintenance, and maintenance and repairs to the Coachella Library, the Coachella
6 Library Annex, and appurtenant equipment and fixtures placed on the Coachella Library and the
7 Coachella Library Annex. CITY shall keep the Coachella Library and the Coachella Library Annex
8 in good and suitable condition for the uses herein, and in compliance with Federal, State and local
9 laws, ordinances, rules and regulations relating to fire, health and safety, and CITY shall maintain
10 the exterior and the interior of the Coachella Library and the Coachella Library Annex, including,
11 but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical
12 wiring and fixtures, windows, and structural parts, grounds, in good working condition and repair
13 and in compliance with such laws, ordinances, rules and regulations.

14 **SECTION 5: SECURITY SYSTEMS**

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

18 **SECTION 6: VOICEMAIL SERVICES**

19 The Coachella Library telephones shall be answered by a live library staff member or
20 voicemail system during the Coachella Library operational hours.

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

22 COUNTY shall provide collections development for the Coachella Library and Coachella
23 Library Annex on an annual basis. COUNTY shall provide maintenance of the Coachella Library
24 and Coachella Library Annex collections consistent with professional library practices. This shall
25 include, but not be limited to, procurement, processing, mending and de-accessioning of the
26 collections.
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28 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

1 **8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT.** County shall own
2 and maintain all furniture and equipment in the Coachella Library.

3 **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND**
4 **EQUIPMENT.** COUNTY shall be responsible for the maintenance, repair, and replacement of
5 the furniture, fixtures, and equipment used for library operations and staff functions.

6 **8.2: COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND**
7 **EQUIPMENT.** Upon purchase and installation, CITY shall own and maintain all furniture, fixtures,
8 and equipment in the Coachella Library Annex.

9 **8.2.1: MAINTENANCE OF COACHELLA LIBRARY ANNEX**
10 **FURNITURE, FIXTURES AND EQUIPMENT.** Upon project completion, CITY shall be
11 responsible for the maintenance, repair, and replacement of the furniture fixtures, and equipment
12 used for the Coachella Library Annex operations and staff functions.

13 **SECTION 9: UTILITIES**

14 The following utilities shall be in the CITY's name and CITY shall be responsible for the
15 payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water,
16 and telephone services, associated with the operations of the Coachella Library and the
17 Coachella Library Annex. Internet services will be provided by COUNTY to the designated library
18 area of the facilities and CITY will provide internet and phone utility services for the conference
19 area of the facilities.

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

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

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

14 **SECTION 11: INDEPENDENT CONTRACTOR**

15 **A.** COUNTY is and shall at all times remain as to CITY a wholly independent
16 contractor. Neither CITY nor any of its officers, employees, agents, or volunteers shall have
17 control over the conduct of COUNTY or any of COUNTY's officers, employees, or agents except
18 as set forth in this MOU. COUNTY shall not at any time or in any manner represent that it or any
19 of its officers, employees or agents are in any manner officers, employees or agents of CITY.
20 COUNTY shall not incur or have the power to incur any debt, obligation or liability whatsoever
21 against CITY, or bind CITY in any manner.

22 **B.** No employee benefits shall be available to COUNTY in connection with the
23 performance of this MOU. Except for the fees paid to COUNTY as provided in this MOU, CITY
24 shall not pay salaries, wages, or other compensation to COUNTY for performing services
25 hereunder for CITY.
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27 **SECTION 12: INSURANCE**

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

4 **SECTION 13: NOTICES**

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

| | | |
|----|-------------------------|-----------------------------------------|
| 13 | To City: | To County: |
| 14 | City of Coachella | County of Riverside |
| 15 | Attention: City Manager | Attention: Suzanne Holland |
| 16 | 53-990 Enterprise Way | 3403 10 th Street, Suite 400 |
| 17 | Coachella, CA 92236 | Riverside, California 92501 |

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20 **SECTION 14: GENERAL**

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

27 **B.** No waiver by either party at any time of any of the terms and conditions of this
28 MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any other

1 terms or conditions contained herein or of the strict and timely performance of such terms and
2 conditions.

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

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

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

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

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

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

24 **G.** The MOU is hereby executed by the following authorized representatives of the CITY
25 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 APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

14
15
16 By: _____
17 City Attorney

By: _____
Ryan Yabko, Deputy County Counsel