

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

722



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

October 27, 2011

SUBJECT: Joint Use Agreement with Corona-Norco Unified School District for the Operation of the Library at El Cerrito Middle School

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached Joint Use Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: The school district owns a district library facility at El Cerrito Middle School at 7610 El Cerrito Road, Corona, California. The purpose of this submittal is to approve the Joint Use Agreement between the district and the county which operates the library, and provides that the library facility will serve the needs of the students during school hours and the general public during non-school hours. This facility continues to meet the needs and requirements of the county library and the term of the agreement will be extended for three years through June 30, 2014.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$10,800	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: County Library Fund

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer F. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Synthia M. Gunzel DATE: 10.6.11
 Departmental Concurrence
 SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel DATE: 10.6.11
 Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy Policy

Prev. Agn. Ref.: 3.19 of 4/20/04

District: 2

Agenda Number

3.8

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The attached Joint Use Agreement is summarized below:

Lessor: Corona-Norco Unified School District
2820 Clark Avenue
Canyon Lake, California 92587

Location: 7610 El Cerrito Road
Corona, California 92881

Term: Three years through June 30, 2014

Rent: \$900.00 per month

Rental Adjustments: Two percent annual increase

The attached Joint Use Agreement has been approved as to form by County Counsel.

Attachment:

Joint Use Agreement

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Joint Use Agreement
Between the
County of Riverside
and the
Corona-Norco Unified School District
for the Joint Use of Library Facilities Located at
El Cerrito Middle School

1. Parties

This JOINT USE AGREEMENT ("Agreement") by and between the County of Riverside, a political subdivision of the State of California ("County") and Corona-Norco Unified School District, a California public school district ("District") is made, entered into, and effective _____, 2011 ("Effective Date"). The Agreement is made with reference to the following facts:

2. Recitals

2.1 Whereas, the District owns and operates the El Cerrito Middle School located at 7610 El Cerrito Rd., Corona, CA 92883 (the "School"). Included at the School are certain library facilities as more particularly defined in Section 3.1 below."

2.2 Whereas, Section 17050 of the Education Code, of the State of California authorizes a District to enter into a contract with the County, or other appropriate entity having responsibility for the provision of public library services, in which the District is located for the purposes of operating a joint-use library facility at a school site owned by the District; and

2.3 Whereas, the County and District are interested in determining if, through cooperative efforts, the best library services can be provided with a combined pooling of public resources; and

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1 2.4 Whereas, a need for library facilities and services exists in the
2 Community of El Cerrito; and

3 2.5 Whereas, the County and the District now seek to define the
4 responsibilities and rights of the parties concerning the joint use of the
5 District's library facilities.

6 NOW THEREFORE, in consideration of their mutual promises, the parties
7 hereto do agree as follows:

8 3. Definitions

9 3.1 "District Library Facility" is the library/media facility located at the El
10 Cerrito Middle School, Exhibit A.

11 3.2 "County Library" is the District Library Facility when jointly operated by the
12 County as specified in Exhibit B.

13 3.3 "County Library Service" is the provision of books, audio-visual materials,
14 information and programming to all potential users by the County Library for their
15 educational, cultural, informational and recreational needs.

16 3.4 "Sponsored Group" is one or more persons or groups sponsored by the
17 County Library and organized for the explicit purpose of promoting, conducting fund-
18 raising activities, or implementing programs, all for the direct benefit of the County
19 Library.

20 4. Obligatory Provisions

21 4.1 Right of Use

22 4.1.1 Grant Of Use

23 On the terms and conditions herein specified, subject to the exceptions
24 herein permitted and the exclusive use limitations, exclusive of the areas of the District
25 Library Facility herein specifically and exclusively reserved to one or the other party
26 ("Reserved Areas"), and upon the condition that the County and the County Library
27 comply with the terms, conditions and covenants herein contained, the District hereby
28 grants to the County, for the term herein specified and according to the terms herein

1 contained, a right to use and operate the District Library Facility as a County Library,
2 and to the County Library patrons the right to enter and use the District Library Facility
3 during County Library hours as agreed to by the District and the County ("Use"). The
4 initial County Library hours are specified in Exhibit B. County Library hours may be
5 increased or reduced from time to time by mutual written consent of both parties.

6 Sponsored Groups may be allowed to use the District Library Facility only
7 upon the prior written approval of the District, during times exclusive of public school
8 hours and County Library hours, and subject to the District's Board Policy 1330.

9 4.1.2 Exceptions

10 4.1.2.1 Exclusive Use; limitations

11 District shall have the sole and exclusive use of the District Library
12 Facility during regular public school hours each day, including summer school, and at
13 such other times as the District Library Facility may be needed for school purposes or
14 is not being used by the County or its agents. At the times specified in Exhibit B or as
15 agreed to by the parties, in writing, the County shall be entitled to use the District
16 Library Facility to provide library services. The County shall not use the District Library
17 Facility for any other purpose or purposes without prior written consent of the District.

18 4.1.3 Reserved Areas

19 4.1.3.1 Reserved Areas

20 District retains exclusive right to use of the classroom areas,
21 textbook areas and other designated spaces within the District Library Facility. District
22 will supply designated office space for the exclusive use of County Library staff.

23 4.1.3.2 Parking

24 District will provide free on-site parking for County Library staff.

25 4.1.4 Use Inclusions

26 The Use herein granted to the County Library includes the right to place
27 or temporarily/permanently erect materials and equipment necessary for conducting
28 and providing library services or special event activities appropriate for County Library

1 services at the District Library Facility, subject to prior written approval of the District,
2 which shall not be unreasonably withheld or unreasonably conditioned. Such materials
3 and equipment shall be placed/erected and adequately maintained at the sole risk and
4 expense of the County. If the placement is permanent, unless otherwise specified in
5 this Agreement, title to any such materials and equipment shall be the property of the
6 District. The County shall maintain an up-to-date inventory list of all materials, furniture
7 and equipment and a catalogue of all books owned by the County, with the up-to-date
8 list provided to school site administration. Any uses or activities authorized hereunder
9 shall otherwise comply with the applicable provisions of this Agreement, District
10 policies and County policies unless otherwise specified, in writing, by the parties
11 hereto.

12 4.2 Term of Agreement

13 This Agreement shall be in effect as of July 1, 2011 through June 30,
14 2014, unless sooner terminated by agreement of the parties hereto or pursuant to the
15 terms hereof.

16 4.3 Causes for Termination, Removal or Suspension

17 4.3.1 Except as otherwise provided in section 4.3.1.5, the following shall
18 be cause to suspend or terminate the agreement upon 30 calendar days written notice,
19 pursuant to section 6.3.1, unless otherwise specified.

20 4.3.1.1 Failure of the District or County to make agreed upon
21 repairs as a result of damage caused to District Library Facility in a reasonably timely
22 manner after notification by the other party.

23 4.3.1.2 Damage/Vandalism of District Library Facility during
24 County use and failure to comply with District Use Policies, noted in Attachment. A.
25 This paragraph does not apply to any potential after-hours incidents of vandalism
26 unless they were directly or indirectly caused by the County or any of its agents.

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1 4.3.1.3 Financial hardship of either party hereto making its
2 financial ability inadequate to support the operation of the District Library Facility or
3 County Library.

4 4.3.1.4 Failure of the District to provide an environment deemed
5 appropriate or sufficiently secure by County Library staff.

6 4.3.1.5 Without cause with the termination of the Agreement to be
7 effective on July 1st of any year in which either party has provided not less than 180
8 days prior written notice to the other.

9 4.3.1.6 If use is in conflict with District's educational program, and
10 County Library Hours cannot be changed to accommodate District's educational
11 program.

12 4.3.1.7 Failure by the County, County Library or County Library
13 staff or volunteers to comply with the terms and conditions of this Agreement. This
14 shall include, but not be limited to, irreconcilable conflicts with the District's access or
15 library policies in effect at the signing of this agreement (or District policies
16 subsequently amended and for which consent is provided by the County Librarian).

17 4.3.1.8 Default in Performance. If a party shall default in the
18 performance of any covenant or condition required by this Agreement to be performed
19 by such party, then the other party will give the breaching party written notice citing
20 such default and demand the breaching party, or any person claiming rights through
21 breaching party, to correct such default as soon as practicable, but in no event, later
22 than 10 days after receipt of the written notice.

23 4.4 Access to District Library Facility

24 4.4.1 Access to District Library Facility

25 4.4.1.1 Access during County Library Hours

26 Subject to Section 4.1.2.1, the Agreement assures that the County
27 Library can carry out its intended use during the agreed upon hours of use without
28 conflict with school operations.

1 4.5 Event Termination

2 In the event of termination of this Agreement, County-owned books,
3 equipment and furniture will be removed by the County subject to the most current list
4 provided by the County Library of books, materials, furniture, and equipment as
5 provided under Section 4.1.4 under supervision of the District administration.

6 4.6 Programs

7 Subject to Section 4.1.2.1, County reserves the right to conduct Library
8 programs (such as story hours) on the District Library Facility during mutually agreed
9 hours without disruption.

10 4.7 Duty to Supervise

11 During all such times as all or part of the District Library Facility is used
12 by the County Library or a Sponsored Group of the County, as herein permitted, the
13 County shall be responsible for providing and shall provide, competent, on-site
14 supervision of County Library and said Sponsored Group by an appropriate contingent
15 of responsible adults and such appropriate security therefore reasonably necessary to
16 prevent property damage or personal injury to any person.

17 4.8 Use Fee, Operation Expense, Maintenance and Repair

18 4.8.1 Except as herein provided, the District agrees to operate, maintain
19 and repair, at its expense, the District Library Facility in its condition as it exists upon
20 execution of this Agreement, normal wear and tear excepted. During the 2011-12
21 fiscal year (July 1, 2011 – June 30, 2012), County agrees to pay \$900 per month for
22 the use of the District Library Facility, including custodial service and utilities.
23 Commencing July 1, 2012 and each July 1 thereafter, a two (2%) percent annual
24 increase shall be applied.

25 4.8.2 Condition of District Library Facility

26 County hereby agrees to maintain the District Library Facility in good
27 order and condition during the County's operation of the facility.

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1 4.8.3 Restrooms

2 County shall be responsible for opening and locking the restrooms at the
3 District Library Facility during County Library hours and at all other times when the
4 County uses the District Library Facilities.

5 4.8.4 Repairs

6 In the event of damage to the District Library Facility beyond normal wear
7 and tear due to carelessness or negligence on the part of the County, its employees,
8 agents or volunteers, County Library patrons, or Sponsored Groups, the County shall
9 be responsible for all costs associated with the repair or replacement and return to safe
10 operable conditions. The District shall arrange for and oversee all repairs or
11 replacements.

12 4.8.5 Major Repairs

13 A major repair is a repair which would cost over \$15,000. To the extent
14 that a major repair to the District Library Facility is required, except to the extent such
15 major repair is necessitated due to the carelessness or negligence on the part of the
16 County, its employees, agents or volunteers, County Library patrons, or Sponsored
17 Groups, the District shall diligently attempt, in good faith, to secure the repair of the
18 District Library Facility by estimating the cost of repair, budgeting funds for same,
19 designing the repair, and implementing the design, all of which shall be done to the
20 extent that funds are available and can reasonably be allocated for such repair work.
(See Section 4.12, Insurance.)

21 4.9 Facility Modification or Removal Rights

22 Except with the written consent of the other party to this Agreement or as
23 required by the terms hereof, granted by authority of the Governing Board of said party,
24 the District Library Facility shall not be removed from service. The District reserves the
25 right to temporarily suspend or relocate the District Library Facility to make renovations
26 or as a result of damage or modernization work.

27 4.10 Operational matters are set forth in Attachment A, attached hereto and
28 incorporated herein by this reference.

1 4.10.1 Staffing

2 The County shall provide sufficient staffing to support County Library
3 events, programs and/or activities to be held or conducted at the District Library Facility
4 in order to ensure that the District Library Facility is maintained, and such events,
5 programs and/or activities are conducted, in a safe and secure manner.

6 4.10.1.1 Fingerprinting Certification

7 The County shall comply with the requirements of Education Code
8 Section 45125.1 with respect to fingerprinting of employees and other County staff,
9 agents, representatives, and volunteers who may have contact with the District's
10 pupils, and shall certify to the District prior to the Use of the County Library, that the
11 County has completed the criminal background check requirements of Education Code
12 section 45125.1 and that none of its employees, staff, agents, representatives, and
13 volunteers that may come in contact with District pupils have been convicted of a
14 violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal
15 Code section 1192.7(c).

16 4.10.2 Alarm System

17 The District will be responsible for providing an intrusion and fire alarm
18 system. Should any County employee, staff, agent, representative, or volunteer;
19 County patron; or Sponsored Group trigger the intrusion and fire alarm system to be
20 activated, the County will be responsible for all costs associated with the alarm system
21 security response.

22 4.10.3 Normal Cleanup Maintenance

23 The District shall provide normal and customary custodial services in the
24 District Library Facility at times mutually agreed upon by the District and the County.

25 4.11 Insurance, Indemnity and Risk Sharing Duties

26 4.11.1 The District agrees to defend, indemnify and save harmless
27 County, its agents, officers and employees from and against any and all liability,
28 expense, including defense costs and legal fees, and claims for damages of any nature

1 whatsoever except only to the extent of negligence caused by the County, its agents,
2 officers or employees, including, but not limited to bodily injury, personal injury, death
3 or property damage, arising from or connected with District's operations, or its services
4 under this Agreement, including any Workers' Compensation suits, liability, or expense
5 arising from or connected with services performed on behalf of District by any person
6 pursuant to this Agreement except for intentional acts or acts in violation of Public
7 Policy. District's duty to indemnify County shall survive the expiration or other
8 termination of this Agreement only if pertaining to a claim occurrence that falls within
9 the effective and expiration dates of the coverage agreements which shall at a
10 minimum coincide with the term of the Agreement as evidenced by certificate of
11 insurance.

12 4.11.2 County agrees to defend indemnify, and save harmless District,
13 its agents, officers and employees, from and against any and all liability, expense,
14 including defense costs and legal fees, and claims for damages of any nature
15 whatsoever except only to the extent of negligence caused by the District, its agents,
16 officers or employees, including, but not limited to bodily injury, personal injury, death
17 or property damage arising from or connected with County's operation, or its services
18 under this Agreement, including Workers' Compensation suits, liability, or expense
19 arising from or connected with services performed on behalf of County by any person
20 pursuant to this Agreement except for intentional acts or acts in violation of Public
21 Policy. County's duty to indemnify District shall survive the expiration or other
22 termination of this Agreement only if pertaining to a claim occurrence that falls within
23 the effective and expiration dates of the coverage agreements which shall at a
24 minimum coincide with the term of the Agreement as evidenced by certificate of
25 insurance.

26 4.12 Insurance

27 Concurrent with entering into this Agreement, the parties hereto shall
28 secure, and thereafter maintain, the following insurance:

1 4.12.1 District shall, at its cost and expense, provide insurance coverage
2 or self-insurance for:

3 A. Workers Compensation

4 Workers' Compensation Insurance (Coverage A) as prescribed by the
5 laws of the State of California. Policy shall include Employers' Liability (Coverage B)
6 including Occupational Disease with limits not less than \$1,000,000 per person per
7 accident. Policy shall be endorsed, if applicable, to provide a Borrowed
8 Servant/Alternate Employer Endorsement.

9 B. Commercial General Liability

10 Commercial General Liability insurance coverage, including but not
11 limited to premises liability, contractual liability, personal and advertising injury. Policy
12 shall name the County of Riverside, its Directors, Officers, Board of Supervisors,
13 employees, agents or representatives as Additional Insured. Policy limits shall not be
14 less than \$1,000,000 per occurrence. If such insurance contains a general aggregate
15 limit, it shall apply separately to this agreement or be no less than two (2) times the
16 occurrence limit.

17 C. Property Insurance

18 The District is required to provide property insurance for the District
19 Library Facility and furniture and fixtures owned by the District and associated with the
20 Library. Such coverage will be on an "all risk" basis and for the full replacement cost
21 during the term of this Agreement. Evidence of Insurance shall be provided to the
22 County showing the property insurance is in place and that the County is covered per
23 this Agreement to the extent that their interests may appear. The District and the
24 County shall each maintain an accurate inventory of all items associated with the
25 Library. The District will pay the entire cost of property insurance for the building and
26 furniture as described herein.

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1 D. General Insurance Provisions – All lines

2 (1) Any insurance carrier providing insurance coverage
3 hereunder shall be admitted to the State of California. Carrier(s) shall have an A.M.
4 BEST rating of not less than an A: VIII. (A-8).

5 (2) The District shall cause its insurance carrier(s) to furnish
6 the County of Riverside with a properly executed original Certificate(s) of Insurance
7 and certified original copies of Endorsements effecting coverage as required herein.
8 The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors,
9 elected officials, employees, agents or representatives are named as Additional
10 Insureds. Further, said Certificate(s) shall contain the covenant of the insurance
11 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
12 prior to any material modification, cancellation, expiration or reduction in coverage of
13 such insurance.

14 The District reserves the right to meet the above insurance obligations through
15 self insurance.

16 4.12.2 County shall, at its cost and expense, provide insurance coverage
17 or self-insurance for:

18 A. Workers Compensation

19 Workers' Compensation Insurance (Coverage A) as prescribed by the
20 laws of the State of California. The Policy shall include Employers' Liability (Coverage
21 B) including Occupational Disease with limits not less than \$1,000,000 per person per
22 accident. Policy shall be endorsed, if applicable, to provide a Borrowed
23 Servant/Alternate Employer Endorsement.

24 B. Commercial General Liability

25 Commercial General Liability Insurance coverage, including, but not
26 limited to, premises liability, contractual liability, personal and advertising injury. Policy
27 shall name the Corona-Norco Unified School District, its Directors, Officers, Board of
28 Education, employees, agents or representatives as Additional Insured, and contain a

1 Waiver of Subrogation in favor of the Corona-Norco Unified School District. Policy
2 limits shall not be less than \$1,000,000 per occurrence. If such insurance contains a
3 general aggregate limit, it shall apply separately to this agreement or be no less than
4 two (2) times the occurrence limit.

5 C. Vehicle Liability

6 The County shall maintain auto liability insurance for all owned, non-
7 owned or hired automobiles with a limit of liability of not less than \$1,000,000 per
8 occurrence. Policy shall name the Corona-Norco Unified School District, its Officers,
9 Special Districts, Board of Education, employees, agents, or representatives as
10 Additional Insureds.

11 D. Property Insurance

12 The County is required to provide property insurance for the Library
13 books associated with the Library whether owned by the District or the County and for
14 the furniture and fixtures owned by the County and associated with the Library. Such
15 coverage will be on an "all risk" basis, for a scheduled amount per type of book during
16 the term of this Agreement and for the full replacement cost for the furniture and
17 fixtures during the term of this Agreement. Evidence of insurance shall be provided to
18 the District showing the property insurance is in place and that the District is covered
19 per this Agreement to the extent that their interests may appear. The District and the
20 County shall each maintain an accurate inventory of all items associated with the
21 Library. The County will pay the entire cost of property insurance for the books,
22 furniture and fixtures as described herein.

23 E. General Insurance Provisions – All lines

24 1. Any insurance carrier providing insurance coverage
25 hereunder shall be admitted to the State of California. Carrier(s) shall have an A.M.
26 BEST Rating of not less than an A: VIII. (A-8).

27 2. The County shall cause its insurance carrier(s) to furnish
28 the Corona-Norco Unified School District with a properly executed original Certificate(s)

1 of Insurance and certified original copies of Endorsements effecting coverage as
2 required herein. The Corona-Norco Unified School District, its Officers, Board of
3 Education, employees, agents or representatives are named as Additional Insureds.
4 Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that
5 thirty (30) days written notice shall be given to the District prior to any material
6 modification, cancellation, expiration or reduction in coverage of such insurance.

7 The County reserves the right to meet the above Insurance obligations
8 through self insurance.

9 The County Director and the District Superintendent may, during the term
10 of this Agreement, mutually agree to increase the stated levels of insurance coverage
11 (in which event both insurance requirements shall be correspondingly increased) to an
12 amount stated in writing.

13 County shall ensure that all persons or organizations, including
14 Sponsored Groups, desiring to use the District Library Facility shall have in effect at the
15 time of such use, written approval from the District and the above-referenced insurance
16 coverage and that the District and the County are named as additional insureds.

17 5. Waiver

18 Either party to this Agreement may specifically and expressly waive in writing,
19 the requirements of any portion of this Agreement, or any breach thereof, but no such
20 waiver shall constitute a further or continuing waiver of the obligation of any preceding
21 or succeeding breach of the same or any other provision. A waiving party may, at any
22 time thereafter, require future compliance by the other party hereto with the provisions
23 that are so waived. The consent of one party to any acts by the other party for which
24 such written consent was required shall not be deemed to imply consent or waiver of
25 the necessity of obtaining such consent for the same or any similar acts in the future.
26 No waiver or consent shall be implied from silence or any failure of any party to act,
27 except as otherwise specified in this Agreement. All rights, remedies, undertakings,
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1 obligations, covenants, conditions and agreements contained in this Agreement shall
2 be cumulative and no one of them shall be exclusive of any other.

3 6. Miscellaneous

4 6.1 Notices

5 All notices and demands shall be given in writing by personal
6 delivery or first-class mail, postage prepaid. Notices shall be addressed as appears
7 below for the respective party; provided that, if any Party gives notice of a change of
8 name or address, notices shall be appropriately modified to reflect such changes.
9 Notices shall be deemed received seventy-two (72) hours after deposit in the United
10 States mail.

11 **Notice to the District:**

12 Corona-Norco Unified School District
13 Assistant Superintendent, Facilities
14 2820 Clark Avenue
15 Norco, CA 92860

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17 **Notice to County:**

18 County of Riverside
19 Economic Development Agency
20 Accounting Department
21 3133 Mission Inn Blvd.
22 Riverside, CA 92507

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24 6.2 Compliance with Law

25 Both parties shall, at all times in the maintenance, occupancy, and
26 operation of the District Library Facility under the terms of this Agreement, comply with
27 all applicable laws, statutes, ordinances, and regulations of County, State and Federal
28 Governments, at that party's sole cost and expense. In addition, both parties shall

1 comply with any and all notices issued by the other party under the authority of any
2 such law, statute, ordinance, or regulation.

3 6.3. Approvals

4 6.3.1 County Approval

5 The approval or consent of County, wherever required in this use, shall
6 mean the written approval by the County Board of Supervisors unless explicitly stated
7 otherwise. Amendments to the terms of this Agreement shall only be made upon
8 formal approval of the Riverside County Board of Supervisors.

9 6.3.2 District Approval

10 The approval or consent of District, wherever required in this use, shall
11 mean the written approval by the Board of Education unless explicitly stated otherwise.
12 Amendments to the terms of this Agreement shall only be made upon formal approval
13 of the Board of Education.

14 6.4 Captions

15 The section headings, and captions for various articles and paragraphs
16 shall not be held to define, limit, augment, or describe the scope, content, or intent of
17 any or all parts of this Agreement. The numbers of the paragraphs and pages of this
18 Agreement may not be consecutive. Such lack of consecutive numbers is
19 unintentional and shall have no effect on the enforceability of this Agreement.

20 6.5 Disputes

21 Any dispute involving this Agreement may be submitted in writing to the
22 County's Librarian or his/her designee and to the District Assistant Superintendent,
23 Facilities and the School Principal. The parties hereto, in good faith, shall attempt to
24 resolve said dispute before relief may be sought by either party.

25 6.6 Amendment

26 This Agreement may only be amended by the written consent of the
27 parties hereto at the time of such amendment.

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1 6.7 Entire Agreement

2 This Agreement, including all attachments and exhibits hereto,
3 supersedes any prior agreement and contains the entire agreement of the parties on
4 the matters covered. No other agreement, statement or promise made by any party or
5 by any employee, officer or agent of each party hereto that is not in writing and signed
6 by the parties hereto shall be binding.

7 6.8 Exhibits

8 All exhibits and attachments to which reference is made are deemed
9 incorporated in this Agreement, whether or not actually attached.

10 6.9 Further Assurances

11 Each party hereto agrees to perform any further acts and to execute and
12 deliver any further documents, which may be reasonably necessary to carry out the
13 provisions of this Agreement.

14 6.10 Governing Law

15 This Agreement has been executed in and shall be governed by the laws
16 of the State of California.

17 6. 11 Counterparts

18 The Agreement may be executed in one or more counterparts, each of
19 which shall be deemed an original, but all of which together shall constitute one and
20 the same instrument.

21 6.12 Authority

22 The County and the District represent that the individuals signing this
23 Agreement have full right and authority to bind their respective parties to this
24 Agreement.

25 6.13 Invalidity

26 If any term, covenant, condition or provision of this Agreement is held by
27 a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of
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1 the provisions hereof shall remain in full force and effect and shall in no way be
2 affected, impaired or invalidated thereby.

3 6.14 Non-Assignability

4 This Agreement, and the rights and obligations set forth herein, may not
5 be assigned without the express prior written consent of the other party hereto. Any
6 attempt of assignment, without such prior written consent, is void.

7 6.15 Day or Days

8 "Day or Days," whenever used in this Agreement shall refer to calendar
9 days unless otherwise specifically provided.

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1 IN WITNESS HEREOF, the County and the District have executed this
2 Agreement thereby indicating they have read and understood the same, and indicate
3 their full and complete consent to its terms.

4
5 **COUNTY OF RIVERSIDE:**

6 By: _____
7 Bob Buster, Chairman
8 Board of Supervisors

9 Attest:
10 Kecia Harper-Ihem
11 Clerk of the Board

12 By _____
13 Deputy

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls
16 County Counsel

17 By Synthia M. Gunzel
18 Cynthia M. Gunzel
19 Deputy County Counsel

5 **CORONA-NORCO UNIFIED
6 SCHOOL DISTRICT:**

6 By: [Signature]
7 Kent L. Bechler, Ph.D., Superintendent

9 By: [Signature]
10 President, Library Systems & Services
11 Executive Chairman
12 Frank A. Pezzanite

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ATTACHMENT A

Operational Issues

1. Operational Authority

a. District Library Facility services will operate under the policies and authority of the Corona-Norco Unified School District.

b. County Library services will operate under the policies and authority of the County Board of Supervisors, but County operations will not conflict with District policies regarding use of school facilities.

2. Training

County and District staff assigned to the Library will be cross-trained as needed concerning operation policies and procedures of both District and County.

3. Collection, Use and Circulation Policies

a. Access to and use of District Library Facility resources by District students during the school day will be under the supervision of the District. County Library circulation policies and procedures (e.g. fines, fees, and borrowing period) will apply to materials borrowed from the County Library collection and to the interlibrary loan or reference requests made through the County Library system. District policies and procedures, as described above, will apply to use of District Library resources.

b. The County will provide the District access to the on-line catalog (Riverside County network) and allow requests, for anyone possessing a County Library Card, to be placed in a manner consistent with that at other County Library facilities.

c. County trained District personnel may issue County cards provided they follow appropriate County policy.

d. County and District policies regarding confidentiality of library patrons records shall be followed by County and District personnel.

1 e. County users may utilize District Library materials on premises. District
2 policies apply to use of District materials.

3 f. Both County and District agree to support their areas of responsibility in
4 ongoing collection development.

5 g. Both County and District agree to coordinate collection development
6 plans to avoid unnecessary duplication or gaps in the collection.

7 h. Both County and District agree to catalog and physically process their
8 own additions to their own collections.

9 i. County policies govern the selection of materials for County Library
10 patrons.

11 j. County Library materials and District Library materials will be shelved in
12 separately designated shelving, except in such cases where the District and the
13 County agree to shelve materials together, or should interfiling of materials be
14 facilitated by the adoption of a common automated circulation system.

15 k. During public hours, County Library policy will govern access to County
16 Library materials.

17 l. District and County will each be responsible for maintaining their own
18 collection and for replacing books or materials which have been lost, stolen, or worn
19 out.

20 4. Furniture and Equipment

21 a. A current list of County Library equipment will be provided concurrent
22 with the execution of the Agreement and maintained throughout the term of the
23 Agreement.

24 b. County will provide and maintain furnishings for the children's area of
25 the facility. In the event such furnishings are damaged or destroyed, County shall be
26 responsible for paying the cost of repairing or replacing the furnishings.

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1 c. County will install and maintain equipment needed to access the
2 Riverside County Network and the Internet, and will insure appropriate filters are in
3 place.

4 d. District will install and maintain telephones. District will bill County for
5 appropriate charges.

6 5. Signs

7 a. Any signs not a part of District Facilities shall be approved by the
8 District prior to being placed at the District Library Facility.

9 b. Temporary interior signs may be posted as mutually agreed.

10 c. County will post public library day and hours sign at the outside
11 entrance of the library.

12 6. Shared Operating Costs

13 a. County will pay for costs for the delivery of County library materials.

14 b. The District will be responsible for paper and other supplies for
15 equipment maintained by the District as well as for miscellaneous office supplies used
16 by District staff. The County Library will be responsible for paper and other supplies for
17 equipment maintained by the County as well as for miscellaneous office supplies used
18 by County staff. Whenever possible, staff will share resources and supplies to
19 maximize efficiency of operation.

20 c. County will provide at least two (2) library automation connections.
21 District will provide two (2) library automation connections.

22 7. Staffing Levels

23 a. Initial County staffing during hours of County Library operation will be at
24 least at the following level: .5 FTE Librarian, 1.0 FTE Library Assistants, and .75
25 Library Pages.

26 b. District will provide all staffing for school library and textbook operations
27 for the periods when the District operates the District Library Facility.

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EXHIBIT A

District Library Facility

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EXHIBIT B

Initial Hours of Operation

Monday – Thursday 3:00 p.m. – 7:00 p.m.

Wednesday 10:00 a.m. – 11:50 a.m.

Saturday 10:00 a.m. – 2:00 p.m.

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EXHIBIT A

District Library Facility

