

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



ITEM: 3.8
(ID # 24279)

MEETING DATE:
Tuesday, April 09, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of Notice to Terminate Lease with Desert Community College District, 73-300 Fred Waring Drive, Palm Desert, CEQA Exempt per State CEQA Guidelines sections 15301 and 15061(b)(3); District 4. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities Exemption, and Section 15061(b)(3), “Common Sense” Exemption;
2. Approve the Notice to Terminate Lease with Desert Community College District, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION: Policy


Suzanne Holland, Director of Office of Economic Development

3/28/2024

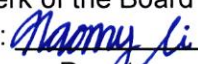

Rose Salgado, Director of Facilities Management

4/1/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 9, 2024
xc: FM-RE, Recorder/Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary:

Under a Cooperative Lease Agreement dated March 2, 1993 (Lease), the Desert Community College District (District), the City of Palm Desert (City), and the County of Riverside/Riverside County Library System (County) mutually agreed to establish a library to serve the needs of the entire community. The City is currently in the process of establishing their own library district and working with the District on a new lease agreement with an effective date of July 1, 2024. Therefore, the parties have mutually agreed to terminate the existing Lease for the existing library located at 73-300 Fred Waring Drive in Palm Desert. Pursuant to the Notice to Terminate Lease, the Lease would terminate on June 30, 2024.

Pursuant to the California Environmental Quality Act (CEQA), the project, the termination of the Lease, was viewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. This is a mere termination of an agreement resulting in no further action or changes and does not cause significant changes in the land or environment.

The Notice to Terminate Lease has been approved as to form by County Counsel.

Impact on Citizens and Businesses

There will be no impact to the Citizens and Businesses and library services will continue to be offered and provided in the city, by the newly formed library district.

ATTACHMENTS:

- Aerial
- Notice of Exemption
- Termination Notice
- Cooperative Agreement

MH:ii/02142024/PD016/40.037

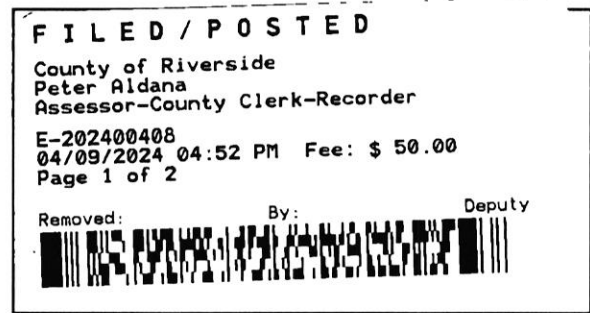
Veronica Santillan
Veronica Santillan, Principal Management Analyst

4/2/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

4/2/2024

County of Riverside
Facilities Management
3450 14th St, Riverside, CA



NOTICE OF EXEMPTION

March 12, 2024

Project Name: Approval of Notice to Terminate Lease with Desert Community College District (DCCD), 73-300 Fred Waring Drive, Palm Desert

Project Number: FM042550001600

Project Location: 73-300 Fred Waring Drive, east of Monterey Avenue, Palm Desert, CA 92260, California Assessor's Parcel Number (APN) 622-160-051

Description of Project: Under a Cooperative Agreement, DCCD, the City of Palm Desert (City), and the County of Riverside/RCLS (County) mutually agreed to establish a library to serve the needs of the students of the College of the Desert, citizens of the City, and County under a lease agreement between DCCD and County/RCLS dated March 2, 1993 (Lease), located at 73-300 Fred Waring Drive, Palm Desert. The City is in the process of establishing their own library district and working with DCCD on a new lease agreement with an effective date of July 1, 2024. Therefore, the parties have mutually agreed to terminate the existing lease. Pursuant to the Notice to Terminate Lease, the Lease would terminate on June 30, 2024. The Termination of the Lease Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the termination of an existing lease which will result allow the City and DCCD to enter into a separate lease for library services; no expansion of the existing facilities will occur. Any new libraries would require additional CEQA review with the City and DCCD acting as lead and responsible agencies. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the termination of the Lease Agreement.

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TERMINATION OF LEASE AGREEMENT
(Desert Community College District)

THIS **TERMINATION OF LEASE AGREEMENT** ("Termination Agreement"), dated as of April 09, 2024, is entered by and between the County of **Riverside**, a political subdivision of the State of California ("County" or "Lessee"), and **Desert Community College District** ("District" or "Lessor"). The County and District are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County and District entered into that lease dated March 2, 1993, for the property located at 73-300 Fred Waring Drive, Palm Desert, CA 92260, commonly referred to as the Palm Desert Library ("Property"), a copy of the Lease is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the term of the Lease commenced on March 2, 1993, and expires March 3, 2059 ("Lease"), as set forth in Paragraph 3(a) of the Lease; and

WHEREAS, the Parties have mutually agreed that it is in their respective best interests to terminate the Lease; and

WHEREAS, the Parties have agreed that the Lease termination date is June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

1. TERMINATION OF LEASE. The Parties agree and acknowledge that the Lease shall terminate on June 30, 2024, and no further consideration of any kind shall be required from either Party. Upon termination of the Lease, legal title to all

1 improvements constructed on the Property by Lessee shall become property of the
2 District.

3 2. LESSEE ACKNOWLEDGEMENT. Lessee expressly acknowledges,
4 represents, and warrants that it has not encumbered, mortgaged, hypothecated,
5 assigned, or transferred the Property to any person or entity, whether voluntarily or
6 involuntarily, by subrogation, operation of law or otherwise. This representation and
7 warranty shall survive execution and performance of this Termination Agreement. In
8 the event a claim of right is made to the Property by an unknown occupant, Lessee
9 shall indemnify, protect, defend, and hold District harmless from and against any and
10 all liabilities, claims, suits, judgments, actions, proceedings, costs, and expenses
11 (including attorneys' fees and costs) arising out of or related to any claim of right to
12 possession by an unknown occupant.
13

14 3. CAPITALIZED TERMS. Termination Agreement to Prevail. The
15 provisions of this Termination Agreement shall prevail over any inconsistency or
16 conflicting provisions of the Lease, as heretofore terminated, and shall supplement the
17 remaining provisions thereof.

18 4. PARTIAL INVALIDITY. If any term or provision of this Termination
19 Agreement shall be deemed to be invalid or unenforceable to any extent, the
20 remainder of this Termination Agreement will not be affected thereby, and each
21 remaining term and provision of this Termination Agreement will be valid and be
22 enforced to the fullest extent permitted by law.

23 5. COUNTERPARTS. This Termination Agreement may be executed in
24 several counterparts each of which shall be an original, but all of such counterparts
25 shall constitute one such Termination Agreement. An executed counterpart of this
26 Termination Agreement transmitted by email or other electronic transmission shall be
27 deemed an original counterpart and shall be as effective as an original counterpart of
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this Termination Agreement and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

6. GOVERNING LAW. The Parties hereto expressly agree that this Termination Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Termination Agreement shall be in the County of Riverside.

7. EFFECTIVE DATE. This Termination Agreement shall not be binding or consummated until approved by the Riverside County Board of Supervisors, the Desert Community College District Board of Trustees, and is fully executed by the Parties.


[SIGNATURES ON FOLLOWING PAGE]

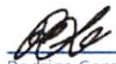
1 IN WITNESS WHEREOF, the parties have executed this **Termination Agreement** as
2 of the date first written below.

3
4 Dated: 04/09/2024

5 **LESSEE (County):**
6 **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California

LESSOR (District):
8 **DESERT COMMUNITY COLLEGE**
9 **DISTRICT**


8 By: 
9 Chuck Washington, Chair
10 Board of Supervisors

8 By: 
9 Rodrigo Garcia (Mar 5, 2024 10:00 PST)
10 Rodrigo Garcia
11 Vice President, Administrative Services

11 **ATTEST:**
12 Kimberly A. Rector
13 Clerk of the Board

14 By: , Deputy

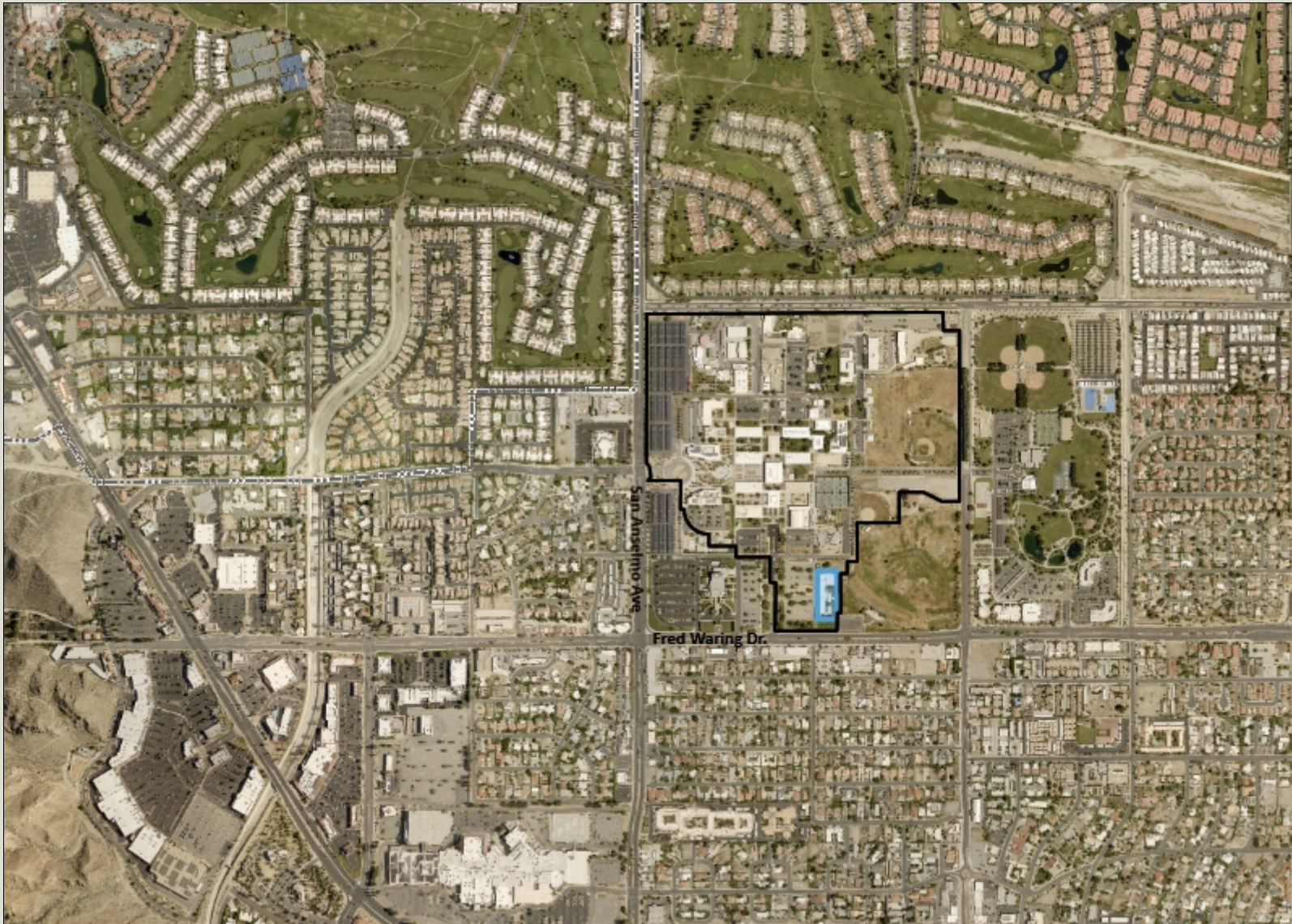
17 **APPROVED AS TO FORM**
18 Minh C. Tran
19 County Counsel

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22 By: 
23 Braden Holly
24 Deputy County Counsel

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26 MH:ii/02142024/PD016/40.037
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Palm Desert Library

73-300 Fred Waring Dr, Palm Desert, CA 92260



Legend

- County Boundary
- City Boundaries



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

Leased area outlined in blue.
APN 622-160-051
District 4

0 1, 3,009 Feet
505

REPORT PRINTED ON... 3/11/2024 3:05:07 PM

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COOPERATIVE AGREEMENT
AGREEMENT FOR THE FUNDING AND CONSTRUCTION
OF A JOINT LIBRARY BUILDING

This Cooperative Agreement (this "Agreement" dated as of March 11, 1993, is made and entered into by and among the Palm Desert Redevelopment Agency (the "Agency"), the City of Palm Desert (the "City"), the County of Riverside (the "County"), and the Desert Community College District (the "District").

RECITALS

WHEREAS, the Desert Community College District, the City of Palm Desert, and the County of Riverside mutually desire to establish a library to serve the needs of the students of the College of the Desert and the citizens of the City and the County; and

WHEREAS, the Government Code Section 6500 et seq. authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan, As Amended, for Project Area No. 1, As Amended, and the Redevelopment Plan for Project Area No. 2 by providing for the construction of the Project. Completion of the Project is in the best interests of the City, Agency, County and the District and the health, safety and welfare of residents and taxpayers of the City and the Agency's Project Area No. 1, As Amended, and Project Area No. 2 and is in accord with the public purposes and provisions of applicable state and local laws; and

WHEREAS, a material inducement to the Agency to enter into this Agreement is the agreement by the District to construct or cause to be constructed the Project within a limited period of time, and the Agency would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the District to construct the Project within a limited period of time; and

WHEREAS, pursuant to that certain "Cooperative Agreement among the County of Riverside, the City of Palm Desert and the Palm Desert Redevelopment Agency" dated as of February 13, 1992, the County, the City and the Agency agreed to create the Library District Improvement Fund, into which the Agency agreed to deposit certain amounts of its Tax Increment (as therein defined) derived from the Library District basic tax levy in annexed Project Area No. 1. Such agreement further provides that funds in the Library District Improvement Fund shall be paid by the Agency on demand to the County and utilized by the County for the costs of providing

library services for the City, or for costs of acquisition, construction or improvement of library facilities located in the City; and

WHEREAS, pursuant to that certain "Agreement for Cooperation Among Coachella Valley Community College District, the City of Palm Desert and the Palm Desert Redevelopment Agency" dated as of April 14, 1988, and "Agreement Regarding Cooperation (Project Area No. 1; Desert Community College District" dated as of February 13, 1992, the Agency and the District agreed to create the Coachella Valley Community College District Capital Fund and the District Capital Fund (collectively herein referred to as the "District Capital Fund") into which the Agency agreed to pay certain amounts the District's share of the Tax Increment (as therein defined). Such agreements permit the Agency to withdraw moneys from the District Capital Fund for reimbursement to the District from moneys expended by the District for the construction, alteration, reconstruction, repair, maintenance, acquisition or operation of District facilities located in the City; and 7

WHEREAS, construction of the Project will assist in the elimination of blight in Project Area No. 1, As Amended, and Project Area No. 2, provide additional jobs, and improve the existing economic and physical conditions in Project Area No. 1, As Amended, and Project Area No. 2 in accordance with the purposes and goals of the Redevelopment Plan, As Amended, for Project Area No. 1, As Amended, and the Redevelopment Plan for Project Area No. 2; and

WHEREAS, the Agency has determined that the land uses specified in this Agreement and the provisions relating to construction of the Project specified in this Agreement are consistent with the provisions of the Redevelopment Plan, As Amended, for Project Area No. 1, As Amended, and the Redevelopment Plan for Project Area No. 2.

NOW THEREFORE, the Parties hereto agree as follows:

Section 1. Definitions.

The following terms as used in this Agreement shall hold the meaning given unless expressly provided to the contrary:

- 1.1 Agency means the Palm Desert Redevelopment Agency.
- 1.2 Agreement means this Cooperative Agreement.
- 1.3 City means the City of Palm Desert.
- 1.4 County means the County of Riverside.
- 1.5 District means the Desert Community College District.

1.6 Library means County Free Library District.

1.7 Project means the library-learning resources center to be constructed on the Property.

1.8 Property means the real property owned by the District which is more fully described in Exhibit "A".

Section 2. The Project.

The Project shall consist of a library-learning resources center building of approximately 40,000 square feet of usable building area to be constructed under the direction and ownership of the District and to be jointly occupied by District and Library under a cooperative agreement providing for both program operation and building maintenance and operations. In consideration of the funding provided by the Agency, the District and the County accept the conditions and restrictions described herein.

Section 3. Title to the Property.

The District represents and warrants that it possesses a fee simple interest in the Property as of the date of the execution of this Agreement and that the Property is free and clear of liens, easements, conditions, covenants, restrictions and encumbrances that will interfere with the successful completion of the Project.

Section 4. Construction of the Project.

4.1 The District shall construct, or cause to be constructed, the Project in accordance with the terms and provisions of this Agreement.

4.2 With the assistance and recommendation of an architect/engineer jointly selected and accepted by the Parties, the District shall, within 45 days of the execution of this Agreement, develop a Schedule of Performance for the construction of the Project, which shall thereafter be provided to the Agency, the City and the County, and shall be subject to their approval, which shall not unreasonably be withheld.

4.3 The District shall cause the Library to be constructed in accordance with the construction schedule developed pursuant to Section 4.2, which shall be included herein, and it shall be completed no later than 18 months from the date construction commences subject to delays due to causes beyond the District's control relating to work stoppage (excluding the District's employment force), acts of God, act of war, civil disorders, or other similar acts. The District shall cause the general contractor to provide performance, material and labor payment bonds in the amount required by law and shall furnish the Agency and the County with copies thereof prior to commencement of construction.

4.4 Within the time period set forth in the Schedule of Performance, the District shall develop Basic Concept Drawings. Upon completion, the Basic Concept Drawings and relating documents shall be submitted to the Agency, the City and the County for review and approval, such approval shall be provided within 30 days of receipt and shall not be unreasonably withheld. The District shall not make any additions to, deletions from or other changes to the Basic Concept Drawings without the express written consent of the County, the Agency, and the City. The construction of the Project shall be as generally established in the Basic Concept Drawings except for such changes as may be mutually agreed upon by the County, the District and the Agency. Approved Basic Concept Drawings will be the basis for preparation of Preliminary Drawings to initiate further detail and design features on a larger scale.

4.5 Under the District's direction, the Architect shall prepare a total construction budget which shall be presented to the City, the Agency, and the County for approval. Such budget shall include all costs outlined in Exhibit "B", which shall include any funds previously expended by the City for Library or library project, which at this time are estimated at \$235,000. The District shall submit all change orders to the Agency, the City, and the County for review and approval.

4.6 The District with approval of the County shall retain consultants to conduct cost estimating, value analysis and constructability review of all plans and specifications. The District shall provide consultants with drawings, plans, specifications and other reports necessary to complete such analysis.

4.7 Within the time period set forth in the Schedule of Performance, the District shall prepare or cause to be prepared Preliminary Drawings based on the Basic Concept Drawings. Upon completion, the Preliminary Drawings shall be submitted to the Agency, the City, and the County for review and approval, which approval shall be provided within 30 days of receipt. Such approval shall not be unreasonably withheld. The District shall not make any additions to, deletions from or other changes to the Preliminary Drawings without the express written consent of the County, the Agency, and the City. The Preliminary Drawings shall provide alternatives, for future expansion of facilities. Such alternatives, including estimates of cost and other ramifications, shall be submitted to the Agency, the City, and the County for review and approval.

4.8 Within the time period set forth in the Schedule of Performance, the District shall develop Final Construction Drawings, which shall constitute complete construction documents and plans and specifications for the Project. The Final Construction Drawings shall be submitted to the County, the City, and the Agency for review and approval. The County, the City, and

the Agency approval or disapproval of the Final Construction Drawings shall be provided within 30 days of receipt. Such approval shall not be unreasonably withheld. The District shall not make any additions to, deletions from or other changes to the Final Drawings without the express written consent of the County, the City, and the Agency.

4.9 The District shall cause the construction of the Project to be carried out in compliance with all applicable laws, including but not limited to all applicable federal and state occupational, safety and health standards; nondiscrimination requirements; accessibility for the disabled; and prevailing wage laws.

4.10 The Agency, the City, and the County may, during the course of construction, observe all construction work done by or for the District on the Property, but shall provide any comments to the District or its representatives who shall be responsible for all communications with the contractor during the construction of the Project.

4.11 After completion of the construction of the Project, the District shall notify the Agency and the County forthwith in writing. Within 10 days of receipt of written notice of completion of construction, the Agency and the County shall have the right to enter onto the Property to inspect the Project for the purpose of determining whether the Project is completed in accordance with the plans and specifications approved by the Agency and the County; provided, however, the Agency's and the County's approval of such inspection shall not constitute a certification that such improvements are, in fact, completed in accordance with such plans and specifications or the applicable building codes, and no party not a party to this Agreement or third party shall be entitled to rely on the Agency's or the County's approval thereof. Within 14 days after the receipt of the notice from the District, the Agency and the County shall notify the District, in writing, of the results of the inspection, and furnish to the District the punchlist of incomplete items. The District shall then cause all punchlist items to be completed in an expeditious fashion. Certificates of occupancy shall not be requested or issued until the provisions of this Section have been complied with.

4.12 Correction of Defects. The District shall insure that any defects are rectified in construction which appear within one year after issuance of a certificate of occupancy by the District. The District shall secure general contractor's, subcontractors', manufacturers', and suppliers' warranties.

Section 5. Name and Use.

5.1 Name

5.1.1 The library shall be known as the Palm Desert Library and the name of the library shall be permanently and prominently affixed to the library.

5.1.2 Nothing herein shall be construed as preventing the District or the County from naming their respective portions of the Library and affixing such names to the building in appropriate locations.

Section 6. Funding.

The Agency, the County, and the District shall each contribute to the financing of the construction of the Project in the following proportions:

6.1 In accordance with estimates provided by the Project architect and engineers, total budget for the Project shall not exceed EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000). It is expressly understood and agreed that construction cost of the physical structures, facilities, improvements, furnishings and equipment in accordance with the plans and specifications approved by the parties shall not exceed EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) unless District, Agency, and County execute in writing a joint change order. This is the total project cost and includes, but is not limited to, construction, design, feasibility studies, architecture, engineering, inspections, testing, contingencies, construction management cost, landscaping, interior and parking improvements, furnishings, equipment and books.

6.2 The Agency shall advance the funds for payment of the construction costs of the Project, in accordance with the provisions of Section 7 hereof, not to exceed a total advance of \$8,500,000. The City, the District and the County shall reimburse the Agency for a portion of such costs as provided below.

6.3 County shall reimburse the Agency in the amount of THREE MILLION DOLLARS (\$3,000,000) plus interest, if applicable, through delivery of funds deposited into its Library District Improvement Fund pass-through entitlement for the Added Territory to Project Area No. 1, As Amended, and Project Area No. 3.

6.4 The District shall reimburse the Agency in the amount of TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000) plus interest if applicable. If District is not able to reimburse the Agency through other means, District shall make reimbursement through delivery of funds received from its redevelopment pass-through entitlement for Redevelopment Project Area No. 1, As Amended, and

Project Area No. 2, and Project Area No. 3.

6.5 The Agency shall assume the responsibility for the remaining THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000) of the construction cost.

6.6 Should the full Project budget as has been approved by all parties not be expended for the construction of the Project, the parties shall each contribute to the actual cost of the project in the same ratio as their contributions are detailed above.

6.7 The City and the Agency herein agree that the County's and the District's obligation to reimburse the Agency for funds expended on their behalf in accordance with Section 6.3 is limited to funds placed by the Agency in the Library District Improvement Fund and the District Capital Fund, respectively.

Section 7. Disbursements and Accounting Records.

7.1 Agency as Disbursement Agent. The Agency shall act as the disbursing agent/authority for payment of all obligations related to the design, approvals and construction of the Project. The Agency shall not be obligated to advance payments in excess of \$8,500,000, or the actual costs which may be incurred pursuant to 6.7. The Agency shall withdraw the County's share from the Library District Improvement Fund and the District's share from the District Capital Fund (or from bonds issued by the Agency to the extent the proceeds of such bond issue have been allocated to the Library District Improvement Fund or the District Capital Fund); provided, however, in such years in which the Library District Improvement Fund or the District Capital Fund do not contain sufficient funds to reimburse the Agency, then the obligation to reimburse the Agency shall accrue and remain in force and effect until the Library District Improvement Fund or the District Capital Fund have funds with which to reimburse the Agency.

7.2 District as Sole Party to Construction Contracts. All contracts for facility design, construction supervision and construction shall be between the District and the contractors employed to do the work.

7.3 Verification of Amounts Due. Payments made to contractors employed by the District, shall be made directly by the Agency upon verified written order of the District. Such verification shall be made by the architect/engineer, the Project clerk of the works and the representative of the District appointed the responsibility for such verification by the District's Board of Trustees. The Agency shall also have the right to insure that the construction contract is "in balance" prior to disbursement and that there are no stop notices or mechanics' liens that might suspend or affect the construction or the disbursements.

7.4 Inspection. It is expressly understood and agreed that personnel of the Agency, the City and the County may observe and inspect all construction work done by or for the District on the Property, but shall provide any comments to District or its representative who shall be responsible for all communications with the contractor during the construction of the improvements. The District shall respond to such comment made by the City, the Agency, and the County in writing within a timely manner.

7.5 Accounting Records

7.5.1 The District shall maintain all accounting records and supporting documents in connection with the construction of the improvements referred to in this Agreement for a period of 10 years following the date of occupancy. At the end of such 10 year period, District shall deliver such records to the Agency.

7.5.2 The Agency and the County shall have the right to examine, inspect, and audit such records and documents referred to in the paragraph above subject to reasonable notice in writing to the District.

7.6 Changes in Plans. The District shall not make any addition to deletions from or other changes to the plans and specifications without the express written consent of the County, the Agency, and the City. The Executive Director is authorized, on behalf of the Agency, to consent to change orders of TEN THOUSAND DOLLARS (\$10,000) or less. Within sixteen (16) working days of receipt of all written documents necessary to support a change order of \$10,000 or less, the Executive Director shall act on the change order. Within twenty (20) working days of receipt of all written documents necessary to support a change order in excess of \$10,000, the Executive Director shall forward the matter to the Agency Board with the Director's recommendation on the change order. The County Chief Administrative Officer is authorized, on behalf of the County, to consent to change orders of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) or less.

7.7 Reconciliation of Accounts and As Built Plans. Following completion of the facilities and improvements, the District shall submit to the Agency and the County (1) an itemized statement(s) showing the entire cost of such physical structures and facilities and improvements, and (2) a complete set of reproducible "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including, but not limited to, electrical circuitry, communication circuitry and plumbing; and (3) copies of all warranties, operating instructions and maintenance manuals.

Section 8. Operations.

8.1 The completed building shall be restricted solely and only to use as a free public library and a collegiate library for a period of sixty-six (66) years from the date of the execution of this Agreement or until such earlier time as, by mutual agreement, the parties find such use no longer needed or appropriate. The District and the County shall enter into a Lease Agreement and adopt the Administrative Guidelines in the form attached hereto as Exhibits "C" and "D," respectively, and incorporated herein by reference and shall operate the Library in accordance with same.

8.2 If at any time, the State or any political subdivision of the State levies or assesses a tax, assessment, or fee which is applicable to the Library from which the District is not exempt, the District shall pay before delinquency that tax, assessment, or fee and the District shall promptly furnish the Agency satisfactory evidence establishing such payment. Nothing contained herein shall be deemed to prohibit the District from contesting the validity or amounts of any tax, assessment, or fee or to limit the remedies of the District in respect thereto.

8.3 Following completion of the construction of the improvements, the City and the Agency, through their duly authorized agent, shall have, upon seventy-two hours written notice, the right to enter the Property with an assigned representative of the District and the County between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, for the purpose of inspecting, monitoring and evaluating the obligations of the District and the County.

8.4 If the City of Palm Desert withdraws from the County Free Library District, County's obligation to pay shall remain only as long as the Agency continues to place funds in the Library District Improvement Fund. The Library District Improvement Fund, and the City shall assume County's obligations under the Lease Agreement.

8.5 The Agency shall have the right, if the covenants in Section 8 are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled, including without limitation, specific performance, damages, and injunctive relief. The Agency shall have the right to assign all of its rights and benefits hereunder to the City.

Section 9. Default and Remedies.

9.1 Failure or delay by any party to this Agreement to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure

or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

9.2 The non-defaulting party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

9.3 If any default is not commenced to be cured in the cure period described herein, if any, and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement thereof, then the non-defaulting party shall be entitled to the following remedies:

9.3.1 The non-defaulting property may commence an action for damages against the defaulting party with respect to each default.

9.3.2 The non-defaulting party may commence an action for specific performance of the terms of this Agreement with respect to each default.

9.3.3 The non-defaulting party may institute legal action to cure, correct or remedy any default or to obtain any other remedy consistent with the purpose of this Agreement.

Section 10. Insurance.

10.1 The District and the County shall procure and maintain separate insurance, or self-insure, against the following:

10.1.1 Comprehensive general liability insurance with a combined single limit of \$1,000,000 which applies to County's and District's use and occupancy of the project and/or property.

10.1.2 Broad form contractual liability insurance coverage insuring all of County's and District's indemnity requirements under this lease and the Funding and Construction Agreement. Such coverage shall have a minimum combined single limit of liability of at least \$2,000,000, and a general aggregate limit of \$5,000,000.

10.1.3 Workers' compensation insurance in compliance with California law.

10.1.4 Fire and extended coverage insurance for the contents of the leased premises.

10.2 District shall procure and maintain insurance for the leased premises, or self-insure, fire and extended coverage, together with an "all-risk" endorsement, in the full replacement value thereof. County will reimburse District for one-half the costs of such insurance upon a billing and an accounting therefor by District.

10.3 During construction, District shall require the general contractor to provide a builder's risk policy of insurance.

All such policies shall name the City and Agency as additional insureds.

10.4 The District and the County shall cause their insurance carriers to furnish the Agency and the City with a certificate of insurance and copy of policy showing that such insurance is in full force and effect. The District and the County shall cause the Agency to be named as an additional insured on such policies. All policies shall be endorsed to provide the Agency with 30 days written notice prior to cancellation or change in terms.

10.5 The County, the District, and the Agency each hereby release and relieve each other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under Section 9.1.2, whether due to the negligence of County, District or Agency, or their agents, employees, contractors and/or invitees. All coverage shall be endorsed to waive the insurer's right of subrogation against the Agency.

10.6 Subject to Section _____ hereof [Damage and Destruction], in the event that all or a part of the Project or the furnishings and library collection are damaged or destroyed, partially or totally, from any cause whatsoever, from the proceeds of insurance, or, to the extent permitted by law, from any other lawfully available funds of the County or the District, to repair, restore and rebuild the Project and the furnishings and library collection as closely as possible to their condition existing immediately prior to such damage or destruction.

Section 11. Access.

The District shall not implement or impose any rule, regulation or fee that would have the effect of restricting the public accessibility to the library parking or facility.

Section 12. Hold Harmless.

Each party shall, to the extent permitted by law, indemnify, protect and hold the other parties, their officers, agents, employees and independent contractors free and harmless from any costs, attorney's fees, expenses, losses, liability, claims,

damages, and causes of action whatsoever, based or asserted upon an act or omission of the indemnifying party, their officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death or any other element of damage of any kind or nature relating to or in any way connected with or arising from this Agreement or the construction, use and/or occupancy of the Project.

Section 13. Force Majeure.

In addition to the specific provisions of this Agreement, delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform, excluding financial inability. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than 30 days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

Section 14. Severability.

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of an other provision hereof.

Section 15. Waiver of Performance.

No waiver by any of the parties at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein, or of the strict and timely performance of such terms and conditions.

Section 16. Venue.

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

Section 17. Notice.

Any notices required or desired to be served by any party upon any of the other parties shall be addressed to the respective parties as set forth below:

If to the County:

Chief Administrative Officer
County of Riverside
P.O. Box 1385
Riverside, CA 92502-1385

If to the Agency:

Executive Director
Palm Desert Redevelopment Agency
73-510 Fred Waring Drive
Palm Desert, CA 92260

If to the City:

City Manager
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

If to the District:

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

Section 18. Authorized Representative.

18.1 The County hereby appoints the Chief Administrative Officer as its authorized representative to administer this Agreement.

18.2 The District hereby appoints its Vice President, Administrative Services, as its authorized representative to administer this Agreement.

18.3 The Agency hereby appoints the Executive Director of the Agency as its authorized representative to administer this Agreement.

18.4 The City hereby appoints the City Manager as its authorized representative to administer this Agreement.

Section 19. Miscellaneous.

19.1 Alterations. The District may, with the written consent of the Agency and the County, which consent shall not unreasonably be withheld, make any alterations, improvements, additions or utility installations in, on or about the Property and the Project, including the exterior of the Project, provided the alterations or additions do not impair the value of the Project or reduce the area of the improvements.

19.2 Limitation as to Transfer of the Property and Assignment of this Agreement.

The District shall not assign this Agreement or encumber, sell, transfer, convey or lease the Project or the Property for a period of 66 years, commencing on the date of execution of this Agreement, without the prior written consent of the Agency and the County.

19.3 Damage, Destruction, Obligation to Rebuild.

19.3.1 In the event that all or a part of the Project or the furnishings and library collection are damaged or destroyed, partially or totally, from any cause whatsoever, then the County and the District shall, at no cost to the Agency, from the proceeds of insurance or, to the extent permitted by law, from any other lawfully available funds of the County or the District, cause to be repaired, restored and rebuilt the Project and the furnishings and

library collection as closely as possible to their condition existing immediately prior to such damage or destruction and this Agreement shall remain in full force and effect. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction has occurred and shall be diligently pursued to completion.

19.4 Section Headings.

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

19.5 Approvals.

Whenever this Agreement requires the Agency, the County or the District to approve any document or proposal, such approval shall not unreasonably be withheld.

19.6 Entire Agreement.

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and as a complete and exclusive statement of all the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified upon the written consent of the parties hereto.

19.7 Time is of the Essence. Time is of the essence of this Agreement.

19.8 Operating Budget. Attached hereto as Exhibit ___ are operating budgets from Library and District showing operating budgets for five years after projected opening of library shall include cost of operation, maintenance of facilities, updating of collection, as well as sources of funding therefor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2 day of March, 1993.

ATTEST:

Margaret Logan
Clerk of the Board DEPUTY

COUNTY OF RIVERSIDE

Patricia A. Larson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Sheila R. Gilligan
City Clerk

CITY OF PALM DESERT

Jean M. Benson
Mayor

ATTEST:

Sheila R. Gilligan
Secretary

PALM DESERT REDEVELOPMENT AGENCY

Jean M. Benson
Chairman

ATTEST:

Paul Teague
Secretary, Board of Trustees

DESERT COMMUNITY COLLEGE DISTRICT

Charles H. Knudsen
Chairman, Board of Trustees

2/4/93
Meeting w Grafton & Helen Leon

EXHIBIT B

PROPOSED BUDGET
MULTI-AGENCY LIBRARY CONSTRUCTION

Planning

1. Architect Fees @ 7.5%	\$524,338
2. State Architect Fees @ 0.75%	33,778
3. Chancellor's Office Fees @ 0.1%	6,356
4. Preliminary Testing	11,000
5. Surveys	4,500
6. Legal, Advertising, etc.	2,000

Subtotal, Planning \$581,971

Construction

1. Utility Service	\$145,000
2. Site	355,000
a. Ring Road Modification	75,000
b. New Parking Lots	120,000
c. Landscaping	120,000
d. Tree Relocation	40,000
3. Building 43,000 Sq. Ft. @ \$136	\$5,855,609

Subtotal, Construction \$6,355,609

Tests and Inspection \$171,000

Contingency @10% \$635,561

Furniture, Fixtures and Equipment 755,859

TOTAL PROJECT BUDGET	\$8,500,000
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EXHIBIT C

LEASE

The Desert Community College District, herein referred to as "District", leases to the County of Riverside, herein referred to as "County", the property described below on the following terms and conditions:

1. Description

The premises leased hereby are commonly known as the "Palm Desert Library", located on the College of the Desert Campus, Palm Desert, California, and consists of a parcel of land and improvements to be constructed thereon. The leased premises are more particularly described in Exhibit "A" to that certain Cooperative Agreement for the Funding and Construction of a Joint Library Building of which this lease is a part.

2. USE

The premises described in Section 1 above, are leased to County by District for the purpose of providing library and other related facilities for the County. With the consent of the District, the leased facilities may be used for any official business of County.

3. TERM

(a) The term of this lease shall be for a period of sixty-six (66) years commencing upon the date upon which the Agreement among the County, the District, the City of Palm Desert and the Palm Desert Redevelopment Agency becomes effective for all purposes and ending sixty-six (66) years thereafter, unless sooner terminated pursuant to this agreement.

(b) Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this lease.

4. CONSIDERATION

County's rights under this lease are in consideration for its contribution to finance the construction of, and its other covenants under that certain Cooperative Agreement for the Funding and Construction of a Joint Library Building to operate, the Palm Desert Library.

5. UTILITIES

(a) District shall provide, or cause to be provided, and pay for all utility services that County may require or desire in the operation and use of the leased premises. In so far as is possible, utilities shall be separately metered for the two portions of the building. County shall reimburse District monthly for its share of the metered utility costs. When not metered, upon presentation of billings and accounting therefor by District, County shall reimburse District for its pro rated share of total occupied building square footage and for one-half the costs of utilities for all joint use areas.

6. CUSTODIAL SERVICE

(a) District shall provide, or cause to be provided, and pay for all landscape and other grounds care for the leased premises. Such services shall be provided at a level which shall keep the leased premises in the same condition as other portions of the larger parcel which includes the College of the Desert. County shall reimburse District for one half the costs of such services for the area surrounding the building which has been designated as the site in the architect's construction and landscaping plan upon billing and an accounting therefor by the District.

(b) District shall provide maintenance of parking lots designated for public library use. County shall reimburse District for all costs of such maintenance upon billing and an accounting therefor by the District.

(c) County shall provide, or cause to be provided, and pay for custodial services within the facilities constructed pursuant to the Funding and Construction Agreement. District shall reimburse County for one-half the total costs of such service upon billing and an accounting therefor by the County.

7. MAINTENANCE

(a) District warrants that the leased premises shall be in good and suitable condition for the uses contemplated herein as of the date of occupancy by County.

(b) District shall maintain, or cause to be maintained, and pay for, the physical exterior and interior of the leased premises and all structural and systemic components thereof, including, but not limited to, roof, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, communication wiring and fixtures, windows and structural parts, in good working condition and repair, in accordance with industry standards and in compliance with all applicable laws, ordinances, rules and regulations. County shall reimburse District for one-half of all maintenance costs upon a billing and an accounting therefor by District.

(c) In the event District fails or refuses to make the repairs to the leased premises as may be required or necessitated by Paragraphs 6(a), 6(b), 7(a) and 7(b), County reserves the right to undertake such repairs subject to two (2) weeks written notice to District. If County makes such services and/or repairs, District shall reimburse County for one-half of the costs it occurs relative to services under Paragraph 6(a) and to repairs under Paragraph 7(b) upon a billing and an account therefor by County.

8. CIRCULATION CONTROL

(a) County, through its representative, shall select, hire and train all staff charged with entering borrower registration and maintaining the borrower's transaction file. The staff size will be at least as great as that provided in County libraries of a similar size and with a comparable workload as measured by the number of items checked out.

(b) District shall reimburse the County for its proportionate share of staffing costs based on District's share of total circulation upon a billing and accounting therefor by County. Staff costs will include salary and benefits of positions employed to manage the borrower registration file and the transaction records at the joint-agency library.

9. COMPUTER SYSTEM COSTS

(a) County shall provide, or cause to be provided, computerized circulation control systems for the joint-agency library.

(b) District shall annually reimburse County for its proportionate share of computer system costs upon a billing and an accounting therefor by County. Computer system costs shall be based on the number of volumes held and annual circulation of the District's Library in proportion to the County Library System.

10. ALTERATIONS AND ADDITIONS

(a) County may, during its occupancy of the leased premises, with the written consent of District, which consent shall not be unreasonably withheld, make any alterations, improvements, additions or utility installations on or about the leased premises. Unless District notifies County of any objection within fourteen (14) working days of receipt of a request to make an alteration, improvement, addition or utility installation, the consent of District shall be deemed given to the request.

(b) County shall pay when due all claims for labor and materials furnished to or for County at or for use in the leased premises, which claims are or may be secured by mechanics' or materialmen's liens against the leased premises or interest therein, and hold the leased premises and District harmless.

(c) County shall not make any alternations, improvements or additions to the exterior of the leased premises.

(d) All such alterations, improvements and additions which are trade fixtures as that term is used in Section 1019 of the Civil Code shall remain the property of County and may be removed by County at or prior to the expiration of this lease; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, the premises shall be restored.

11. INSPECTION OF LEASED PREMISES

Following completion of the construction of the improvements, District shall have, upon seventy-two hours written notice, the right to enter the leased premises with an assigned representative of County during normal library hours, for the purpose of inspecting, monitoring and evaluating the compliance by County with its obligations to District pursuant to this lease.

12. QUIET ENJOYMENT

County shall have, hold and quietly enjoy the use of the leased premises so long as it shall fully and faithfully perform the terms and conditions that are required under this lease.

13. INSURANCE

District and County shall procure and maintain, or self insure, against the following:

13.1 Comprehensive general liability insurance with a combined single limit of \$1,000,000 which applies to County's and District's use and occupancy of the project and/or property.

13.2 Broad form contractual liability insurance coverage insuring all of County's and District's indemnity requirements under this lease and the Funding and Construction Agreement. Such coverage shall have a minimum combined single limit of liability of at least \$2,000,000 and a general aggregate limit of \$5,000,000.

13.3 Workers' compensation insurance in compliance with California law.

13.4 Fire and extended coverage insurance for the contents of the lease premises.

(a) District shall procure and maintain insurance for the leased premises, or self-insure, fire and extended coverage, together with an "all-risk" endorsement, in the full replacement value thereof. County will reimburse District for one-half the costs of such insurance upon a billing and an accounting therefor by District.

(b) During construction, District shall require the general contractor or provide a builder's risk policy of insurance.

(c) The City of Palm Desert and the Palm Desert Redevelopment Agency shall be named as an additional insured on all policies required pursuant to this Section 13.

14. HOLD HARMLESS

(a) District shall indemnify, protect and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted, upon any act or omission of District, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death (District's employees included) and District shall defend at its expense, including attorney's fees, County, its officers, agents, employees and independent contractors in any legal action based upon any such acts or omissions.

(b) County shall indemnify, protect and hold District, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted, upon any act or omission of County, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death (County's employees included) and County shall defend at its expense, including attorney's fees, District, its officers, agents, employees and independent contractors in any legal action based upon any such acts or omissions.

15. ASSIGNMENT

County shall not assign this lease or sublease the leased premises without the written consent of the District. District shall not unreasonably withhold its consent.

16. SEVERABILITY

The invalidity of any provision in this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17. WAIVER OF PERFORMANCE

No waiver by County or District at any time of any of the terms and conditions of this lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein, or of the strict and timely performance of such terms and conditions.

18. VENUE

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

19. NOTICE

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set for below:

County

and

County of Riverside
County Library
3581 7th Street
Riverside, CA 92501

County of Riverside
Chief Administrative Officer
4000 Lemon Street, 12th Floor
Riverside, CA 92501

District

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

20. EMPLOYEES AND AGENTS

(a) It is understood and agreed that all persons hired or engaged by District shall be construed to be employees or agents of District and not of County, but nothing contained herein shall be construed as providing that District's contractors are agents or employees of District.

(b) It is understood and agreed that all persons hired or engaged by County shall be construed to be employees or agents of County and not of District, but nothing contained herein shall be construed as providing that County's contractors are agents or employees of County.

21. BINDING ON SUCCESSOR

District and County, their respective assigns and successors in interests shall be bound by the terms and conditions contained in this lease.

22. COUNTY'S REPRESENTATIVE

County hereby appoints the Library Director as its authorized representative to administer this lease.

23. DISTRICT'S REPRESENTATIVE

District hereby appoints the Vice President, Administrative Services as its authorized representative to administer this lease.

24. ENTIRE LEASE

This lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and as a complete and exclusive statement of all the terms and conditions hereof, and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral and written, in connection therewith. This lease may be changed or modified upon the written consent of the parties hereto.

25. PARAGRAPH HEADINGS

The paragraph headings herein are for the convenience of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provision or language of this lease.

26. CONSTRUCTION OF LEASE

The parties hereto have negotiated this lease at arms length and with the advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this lease in its executed form as a matter of convenience.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 2 day of March, 1993.

ATTEST:

Margaret Brand
CLERK OF THE BOARD DEPUTY

COUNTY OF RIVERSIDE

By: Patricia A. Larson
CHAIR, BOARD OF SUPERVISORS
Patricia A. Larson

ATTEST:

Don G. Young
SEC'Y., BOARD OF TRUSTEES

DESERT COMMUNITY COLLEGE
DISTRICT

By: Charles P. H. Hays
PRESIDENT, BOARD OF TRUSTEES

Administrative Guidelines
for
Joint Agency Library

- 1.0 Operational Responsibility for Library Services
- 2.0 Staffing Areas
- 3.0 Collection Development Policies and Funding
 - 3.1 General
 - 3.2 Periodicals
 - 3.3 Audiovisual Materials
 - 3.4 Business Reference Center
 - 3.5 Database Access
- 4.0 Library Services
 - 4.1 Reference Services
 - 4.2 Youth Services
 - 4.3 Classroom of the Future
 - 4.4 Microcomputer Laboratory
 - 4.5 General Purpose Meeting Room
- 5.0 Miscellaneous Functions
 - 5.1 Coin-Operated Machines
 - 5.2 Receiving and Mail Delivery
 - 5.3 Parking
 - 5.4 Staff Lounge
- 6.0 Friends of the Library

1.0 OPERATIONAL RESPONSIBILITY FOR LIBRARY SERVICES

The respective agencies shall be responsible for the following aspects of library operations: (Starred items are performed at County Library Headquarters in Riverside.)

OPERATIONS	COLLEGE LIBRARY	PUBLIC LIBRARY
1. Select materials	For own collection	For own collection
2. Acquire materials	For own collection	For own collection *
3. Catalog and classify materials	For own collection	For own collection *
4. Download MARC cataloging records	For own collection	For own collection *
5. Process materials	For own collection	For own collection *
6. Provide circulation services (register borrowers, issue library cards, check-out check-in, renew, collect fines, fees, resolve delinquency problems, send overdue and reserve notices)	Contract with Public Library except for resolution of delinquency problems related to academic status	For joint-agency library
7. Weed materials for mends, binds, and discards	For own collection	For own collection
8. Shelve and maintain stacks	For own collection	For own collection
9. Provide reference service	Using academic collection	Using Public Library collection
10. Assist with audio visual collection	Rare books and videos (Reference only)	Circulating audio and video collections
11. Assist with rare book/local history collection.		
12. Provide reserve desk service	For own collection	No comparable service
13. Provide youth services	No comparable service	Per Public Library standards for collections and programs

OPERATIONS

COLLEGE LIBRARY

PUBLIC LIBRARY

- | | | |
|--|---|--|
| 14. Provide interlibrary loan delivery to other libraries | Directly to College Library through SIRCULS and other universities as appropriate | Directly to County Libraries and thru SIRCULS as appropriate |
| 15. Provide interlibrary loan request service through OCLC | Submit requests directly | Contract with College for items not held in RCCPL |
| 16. House and service periodicals | Maintain circulating and microfilm materials as appropriate | Maintain circulating popular titles only |
| 17. Manage microcomputer laboratory | For registered students only | No comparable service |
| 18. Manage public-access photocopiers | Explore contract with third party vendor | Explore contract with third party vendor |
| 19. Manage meeting room reservations and set-ups | Mutually develop policies with Public Library | Mutually develop policies with College Library |
| 20. Operate Business Reference Center | | |

2.0 STAFFING AREAS

Staffed Service Desks are Starred*

COLLEGE LIBRARY	JOINT-USE AREA	PUBLIC LIBRARY
(This area may be open at different times than the Public Library).	(This area must be open and operational at all times when either the College Library or the Public Library is open)	(This area may be open at different times than the College Library)
*Academic Reference & Research Desk	Entry/Lobby	*General Information/Quick Reference Desk
*Reserve Desk	*Circulation Services - Circulation Desk for public service - Workroom and Office, Storeroom	Popular Periodicals Lounge/Reading Area
College Library Collections	Public Restrooms	Public Library (print and non-print Collections for adults, young adults and children)
Microcomputer Lab	Photocopy Machines	Coin-op typewriters and/or public microcomputers
Online Public Access Catalogs (adjacent to all service desks)	Auditorium/Community Room	*Youth Services Desk
Staff Workrooms and Offices (for technical and public services)	Public Information/Exhibit Areas	Online Public Access Catalogs (adjacent to all service desks)
Seminar Rooms	Staff Lounge and Restrooms	Staff workrooms and offices for public service functions only
Classroom of the Future	Small Group Study Room Conference Room Quiet Study Room	Conference Rooms
*Staffing: All functions carried out by College staff	*Staffing: Public Library employees under contract to service College Library borrowers	*Staffing: All functions carried out by Public Library staff

3.0 COLLECTION DEVELOPMENT POLICIES AND FUNDING

3.1 General

Each agency will have its own collection development policy and select materials to meet the needs of its primary clientele. The Public Library will select print and non-print materials in accordance with the Riverside City and County Public Library's Materials Selection Policy. Books and other print materials which support the College curriculum will be acquired for the College's Library according to the College's Materials Selection Policy.

Both the Public Library and the College will provide adequate funds to build and maintain quality collections. The Public Library materials budget will be at least as great as that provided for other county branch libraries serving a similar population size and with equivalent space to accommodate the materials collection.

Both the College and the Public Library will affirm their commitment to the Library Bill of Rights (copy attached).

The Public Librarian and the College Librarian will confer about any major purchases including all standing orders, to avoid unnecessary duplication. However, each will retain final authority over the titles selected for their respective collections.

The Public Library will concentrate on fiction, children's literature, nonfiction of interest to out-of-school adults, reference materials to support the public library mission of life-long learning, local history, and popular videocassettes and periodicals. The College Library will concentrate on reference materials, nonfiction which supports the College curriculum, scholarly journals and limited periodical back files, and educational videocassettes. Both will allow access to the use of their materials by each other's clientele and the cost of providing such access will be absorbed by each as a reciprocal service with no exchange of funds. The only exception would be the payment by the Public Library of a predetermined amount annually to the College for periodicals as described below in Section 3.2.

3.2 Periodicals

The Public Library will subscribe to periodicals of popular interest and the College Library will subscribe to periodicals which support the curriculum. Both the Public Librarian and the College Librarian will confer with each other before placing their respective annual periodical subscription orders to avoid unnecessary duplication. A small amount of duplication in the two collections may be necessary to meet high demand from both public and college library users.

The Public Library will maintain only minimal back files (two years or less), and will circulate all but the most recent issue of each title. The Public Library's periodicals will be displayed in a browsing area with lounge seating conducive to use by the general public, not by students.

The College will maintain limited microfilm backfiles of their periodical holdings. The microform periodical subscriptions will be acquired by, owned by, housed by, and serviced by the College Library and will be accessible on an equal basis to both College Library and Public Library users.

3.3 Audiovisual Materials

Non-print materials such as sound recordings and videocassettes will be purchased by the Public Library to meet the recreational, cultural, and informational needs of the general public. Audiovisual materials including educational videocassettes which support the College curriculum will be acquired as determined by the College Library.

3.4 Business Reference Center

The Business Reference Center will be in a centrally located shared area, available for joint use in accordance with a mutually agreed-on policy. In order to meet the informational needs of both the business community and students enrolled in business courses at the college, materials will be available in both print and non-print formats and include the possibility of on-line access to business databases. Grants and private funding sources will be explored for ongoing financial support of the Center.

3.5 Database Access

Users of terminals in the College Library and in the Public Library system will soon have access to holdings in adjacent DRA-based library systems including San Bernardino County Library, San Diego City and County libraries, County Library of Los Angeles. Ultimately, through the state-wide Data Research Associates accessed database (DRANET) of the California State Library, users will have access to the catalogs of the University of California and beyond. Gateways to national networks such as NREN and to commercial databases will be available at a cost.

4.0 LIBRARY SERVICES

4.1 Reference Service

There will be staff to assist users in locating information in the Public Library and in the College Library. Both agencies will provide time for their respective staffs to become acquainted with the resources of each others' collections in

order to facilitate appropriate referrals. Both agencies will refer requests for information which cannot be filled from either of the collections in the joint facility to the inter-library reference referral service available through the County Library's Indio and Riverside facilities and the Inland Library System's Reference Center. The ILS Reference Center will use the resources of UCR, Cal State San Bernardino, Loma Linda University and other academic, special and public libraries in the Inland area to locate the needed information.

4.2 Youth Services

Library service for youth will continue to be an exclusive function of the Public Library. A separate area in the Public Library will be provided for this unique user group.

It will be staffed by a librarian knowledgeable in library services to youth. The Public Library will provide a collection of juvenile materials, appropriate for a wide age range of children, from the very young through the middle school age. It will provide regular library programming such as storytimes and an annual Reading Program. It will include youth reference service and reader's advisory. In addition to serving the youth, parents, and teachers of the community, the youth services section will assist College students enrolled in children's literature or child development courses and faculty and staff involved with the College's Child Development Center. Parents and children involved with the Center would be encouraged to use this area of the Public Library. This area will have its own program space.

4.3 Classroom of the Future

This room will serve as a model for the understanding and use of state-of-the-art technology in the classroom and will be available for training and staff development. It will include the latest technology available in assisting the teaching/learning process.

4.4 Microcomputer Laboratory

The College will include the operation of a Microcomputer Lab within the College Library primarily as a user lab. The College Library will set all policies and procedures for use of the facility.

4.5 General Purpose Meeting Rooms

The auditorium/community room will be jointly used by the College and Public Library and will be managed by the Public Library in accordance with a mutually agreed-on policy such as the "Policy for the Use of Meeting Rooms" (copy attached) currently in use in all branches of the Public Library which have community meeting rooms. Community room use will be

scheduled through a reservation system such as the Materials Booking Program on the automated system. Blocks of time when it is not needed by either the College or the Public Library may be reserved by community groups.

The Quiet Study rooms, Small Group Study rooms and Conference rooms would be available to anyone on a "first come-first served" basis.

The storyhour room would belong to the Public Library and would be used exclusively for children's programs.

None of the four types of general purpose meeting rooms would be available for use as a classroom by the College.

5.0 MISCELLANEOUS FUNCTIONS

5.1 Coin-Operated Machines

Coin-operated photocopy machines should be placed in such strategic locations as next to the periodicals and reference sections. There should be several in the College Library and at least two in the Public Library. A separate photocopy room off the main lobby or adjacent to the periodicals area in the College Library may be desirable.

The Public Library and the College Library will enter into a joint use contract with a vendor to supply the building with photocopier and microform reader printers.

Coin-operated typewriters/microcomputers should also be provided in a public typing room to serve both College and Public Library users.

5.2 Receiving and Mail Delivery

Receiving and mail delivery will be separate functions for each agency. Each has a delivery and mail system as well as a postage budget which are part of their parent organizations' internal mail systems. For the Public Library this function is assigned to the Circulation staff which would handle delivery in the building between the Public Library and the College Library. The Technical Services Division of the College will be responsible for receiving and delivering the College Library's mail.

5.3 Parking

Parking in the multi-agency library lot should be limited to two hours. In order to exit the parking lot, users would place a token which had been obtained from the Circulation Desk in an exit gate device.

Parking enforcement would be provided by the College. (High fines would be levied on offenders; non-payment of fines would result in loss of library privileges and blocking of transcripts.)

5.4 Staff Lounge

There should be a single staff lounge with kitchen facilities and restrooms to be used jointly by the staffs of both libraries. This space would be designated "Non-Smoking". Any problems in its use should be resolved jointly by the Public Librarian and the College Librarian.

6.0 Friends of the Library

The College and the Public Library will encourage their respective Friends of the Library groups to cooperate and discourage any sense of competition. The decision of whether to merge will be left to the two groups. It is agreed that the Public Library Friends will continue their ongoing book sale in the Public Library part of the building under the terms of the Public Library's policy for such sales. It is further agreed that if the College Friends wish to continue their current fund-raising activities, that space will be made available in the building on a reasonable basis for their book sales.

Desert Community College District Five-Year Library Operating Budget

Projected Costs	1992-93	1993-94	1994-95	1995-96	1996-97
Personnel	230,677	242,211	278,542	292,470	349,581
New and Replacement Books	13,730	35,298	56,865	78,433	100,000
Periodicals	14,000	16,750	19,500	22,250	25,000
Media	12,000	16,875	21,750	26,625	31,500
Repair and Replace Equipment	3,260	3,695	4,130	4,565	5,000
Leases and Lease-Purchases	3,500	4,125	4,750	5,375	6,000
Other contract Services	5,218	11,239	17,259	23,280	29,300
Totals	282,385	330,192	402,796	452,997	546,381

EXHIBIT E

RIVERSIDE CITY AND COUNTY PUBLIC LIBRARY

FIVE-YEAR BUDGET PROJECTION FOR NEW PALM DESERT LIBRARY

	FY '94-95	'95-96	'96-97	'97-98	'98-99
PROJECTED COUNTY LIBRARY RESOURCES (without Special Dist. Augmentation Funds)	8,825,000	9,444,000	10,363,000	11,532,000	12,852,000
PROJECTED COSTS					
Operations	83,000 *	128,142	138,758	152,832	167,895
Personnel	396,807	353,647	371,330	389,898	409,391
Materials	150,000	150,000	150,000	150,000	150,000
Subtotal	569,807	629,789	660,088	692,528	727,286
*Administration and Support	170,942	188,937	198,026	207,758	218,186
TOTAL COSTS	740,749	818,726	858,111	900,286	945,472

*6 months in new building

Palm Desert Share of Resources (percent of total)	8.59	8.67	8.28	7.81	7.36
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FLDBYR.WK3 12-30-92

* includes computer replacement