

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MENDOCINO AND
HARWOOD MEMORIAL PARK, INC. FOR THE FRIENDS OF THE LONG VALLEY
PUBLIC LIBRARY

This document constitutes a Memorandum of Understanding ("MOU") entered into on the _____ (hereinafter "Effective Date"), by and between the County of Mendocino Library, a political subdivision of the State of California (hereinafter "COUNTY"), and the Harwood Memorial Park, Inc. ("HMP"), a 501(c)(3) California non-profit corporation, as fiscal agent for The Friends of the Long Valley Public Library.

Definitions: LIBRARY: for the purpose of this MOU, LIBRARY means Laytonville Library located at 44960 N. Hwy 101, Unit 4, Laytonville, CA 95454.

WHEREAS:

1. COUNTY and HMP agree that Laytonville Library, jointly operated by COUNTY and HMP, is a part of the Mendocino County Library System pursuant to the terms and conditions of this MOU.
2. HMP leases the premises that will house the Laytonville Library, at the corner of Hwy 101 and Branscomb Road, Laytonville, CA and pays for and maintains the space that will house the collections (hereinafter the "LIBRARY").
3. The LIBRARY houses books, multimedia materials, periodicals, newspapers, and other materials which may be provided in part through purchases by, and donations to HMP, the Friends of the Long Valley Public Library, or the COUNTY which become property of the LIBRARY and becomes part of the COUNTY collection. The LIBRARY also houses equipment which may be provided in part through purchases by, and donations to HMP, the Friends of the Long Valley Public Library, or the COUNTY which becomes property of the LIBRARY and becomes part of the COUNTY equipment.

4. At a reasonable rent (\$16,000 annually), paid by the COUNTY, HMP will provide, and COUNTY shall use the LIBRARY. (See Exhibit A for map/description.) Said rent shall include installation of and payment for all utilities used by the LIBRARY, including electricity, propane, water, sewage, garbage, telephone, and internet. Also rent shall include cleaning services. When the LIBRARY joins the CENIC broadband network the COUNTY will take over payment for broadband access and all associated costs at no additional cost to HMP. HMP will keep all utility billing besides CENIC in its name. Said annual rent shall be increased on each anniversary date of the MOU by the percentage increase of the California West Region CPI for the Previous year (by using the Annual Percentage listed for the following January) with a 3% annual cap, until the termination of the MOU or until otherwise agreed to by the parties in writing.
5. The LIBRARY will house the COLLECTION and EQUIPMENT. Ultimate authority for the COLLECTION and EQUIPMENT housed within the LIBRARY belongs to the COUNTY Librarian and his or her designated staff. If the LIBRARY dissolves or COUNTY support is withdrawn, the COLLECTION and EQUIPMENT will be retained by COUNTY.
6. HMP agrees to collaborate, as much as possible, with the LIBRARY to use the Community Room located at 200 Branscomb Road in Laytonville, to host LIBRARY events that will not fit in or are not appropriate to the LIBRARY site.
7. HMP will allow non-profits and COUNTY to use the LIBRARY for events, presentations, and meetings of interest or benefit to the general public at no charge.
8. This MOU is effective for a period of (1) year commencing on the Effective Date, and will automatically renew for four (4) additional one (1) year periods.
9. The terms and conditions of this MOU may be renegotiated at any time prior to the termination of this MOU. Either party may terminate this MOU for any reason if they provide the other party with written notification of at least ninety (90) days. In such event,

any rent paid will be pro-rated and refunded back to COUNTY for days the COUNTY is not occupying the LIBRARY.

10. County will provide supervision and oversight which may include a designated staff person or a part-time staff person. The County has authority to set the number of hours of operation of the location, which is variable according to weeks containing LIBRARY holidays, or as necessitated by COUNTY labor agreements. All volunteer staff will be placed through North Coast Opportunities (NCO) to work with and under the direction of LIBRARY staff member in providing LIBRARY services.
11. At no cost to HMP, COUNTY shall continue to provide inter-library loan services and access to the cooperative library computer system. Such provision will include provision of, and support for, all relevant equipment such as circulation and card catalog computer and necessary service and collection supplies and support materials.
12. COUNTY agrees to purchase and/or provide furniture (desks, tables, chairs), equipment (computers, printer/copier), shelving, and other such items as needed to serve the public.
13. The key to the LIBRARY shall NOT be duplicated or reproduced at any time, except by HMP. The master key to the LIBRARY shall remain with HMP offices as Lessee for HMP and Friends of the Library activities. HMP will provide COUNTY with keys for the staff person, one copy for Cultural Services Agency Administration and one copy for COUNTY Information Services staff.
14. HMP shall be responsible for the capital repair and maintenance (e.g.: broken window, ventilation system repair, etc.) of LIBRARY. However, in the event the need for capital repair or maintenance arises, HMP may, at its option, decide not to perform the repair or maintenance. Should HMP exercise its option not to perform the work, COUNTY may terminate this MOU.

15. HMP will provide COUNTY and any employees or contractors hired by the COUNTY access to any COUNTY equipment and accessories housed at the LIBRARY including those required for the CENIC broadband upgrades.
16. COUNTY will provide funding for, or the actual products at the COUNTY'S discretion, such as paper towels, toilet paper, light bulbs, etc. for the LIBRARY.
17. After receiving a complete report of the current condition of the LIBRARY (including asbestos, lead, HVAC, etc.), and determining the condition is acceptable; COUNTY hereby agrees to accept the use of LIBRARY in "as is" condition, understanding that HMP makes no representations as to LIBRARY's condition.
18. With the exception of claims related to capital repair and maintenance of LIBRARY, compliance with the Americans with Disabilities Act of County or State Building Codes, and air quality, mold or other environmental concerns, COUNTY shall hold harmless HMP, its agents, officers, employees and volunteers against any and all claims, lawsuits, actions, damages, expenses, and costs (including but not limited to attorneys' fees) arising out of COUNTY's use of LIBRARY as described herein.
19. HMP shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of HMP's occupancy and use of the premises outside COUNTY LIBRARY operations. In addition, HMP shall defend, indemnify, and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of or related to capital repair and maintenance of the premises, compliance with the Americans with Disabilities Act or County or State or Building Codes, and air quality, mold or other environmental concerns, without limitation as to whether such claims may arise out of HMP's or COUNTY occupancy or use of the premises. Certificates of insurance shall be furnished to COUNTY with General Liability

Endorsements evidencing at a minimum the following: combined single limit bodily injury liability and property damage liability: \$1,000,000 each occurrence.

20. COUNTY shall maintain for the duration of this MOU insurance against claims for injuries to persons, or damage to property or COUNTY EQUIPMENT or COUNTY COLLECTION, which may arise from, or in connection with COUNTY's use of LIBRARY pursuant to this MOU. COUNTY shall furnish to HMP certificates of insurance evidencing, at a minimum, the following:

- a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;
- b. Employers' Liability insurance with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident;
- c. Workers' Compensation insurance for COUNTY paid staff;
- d. SEVERABILITY OF INTEREST: Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured;
- e. COVERAGE BELOW MINIMUM REQUIRED NOTICE: (Claims made policies with aggregates only): Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of this MOU without notice to HMP by first class certified U.S. mail return receipt requested; and
- f. CANCELLATION NOTICE: Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage nor in limits except after thirty (30) days prior written notice, delivered in person or by first class certified U.S. mail return receipt requested, has been given to HMP.

21. HMP shall procure and maintain for the duration of this MOU insurance claims for injuries to persons or damages to property, including the premises, which may arise from or in connection with its use of the premises for non-library events and operations to this MOU.

22. HMP recognizes that policy and day to day operational and personnel issues of the COUNTY LIBRARY station housed within the premises falls solely within the jurisdiction of the COUNTY.

23. Upon termination of this MOU:

- a. COUNTY will peacefully and quietly surrender to HMP the LIBRARY in as good a state or condition as they were as of the Effective Date, or may be put into hereafter, reasonable use, wear, and damage by the elements excepted;
- b. COUNTY may remove any, or all of the COUNTY COLLECTION or COUNTY EQUIPMENT from the LIBRARY. Any portion of the COUNTY COLLECTION OR COUNTY EQUIPMENT left in the LIBRARY for longer than sixty (60) days after the termination date of this MOU becomes the property of HMP.
- c. COUNTY will return all HMP EQUIPMENT previously removed from LIBRARY by COUNTY, e.g. through inter-library loan, to LIBRARY within sixty (60) days of the effective termination date of this MOU at no charge to HMP.

24. Should either party materially breach this MOU, the other party may terminate this MOU by providing the breaching party with written notice of such breach, and intent to terminate, at least sixty (60) days prior to the termination date. Should the breaching party materially cure such breach during such period, this MOU will not terminate, but should the breaching party fail to materially cure such breach during such period, this MOU will terminate as of the termination date specified in such notice.

25. All notices required by this MOU will be deemed duly served if delivered in person, or by first class certified U.S. mail return receipt requested, to:

Harwood Memorial Park, Inc.

P.O. Box 735

Laytonville, CA 95454

or

Mendocino County Library

Cultural Services Agency

880 N. Bush St.

Ukiah, CA 95482

26. Nothing in the MOU is dependent upon the party who actually drafted this MOU.
27. HMP may appoint an Administrative Liaison (AL) with the County Library Director to provide input to the COUNTY regarding any and all issues related to this MOU, including administrative, financial, and personnel issues, the AL may be an individual or a committee.
28. Any modification of this MOU must be in writing, and must be approved by an authorized representative of each party before taking effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Deborah Zoder Samson
DEPARTMENT HEAD DATE
4-14-21

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862210

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 4/11/2021

NAME AND ADDRESS OF CONTRACTOR:

Harwood Memorial Park, Inc.

P. O. Box 735

Laytonville, CA 95454

COUNTY OF MENDOCINO

By: DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 04/05/2021

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/05/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Vanille Raul
Deputy CEO

Date: 04/05/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____