

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MENDOCINO  
AND  
FRIENDS OF THE ROUND VALLEY PUBLIC LIBRARY**

This document constitutes a Memorandum of Understanding ("MOU") entered into on the 6<sup>TH</sup> of November 2018 (hereinafter "Effective Date"), by and between the County of Mendocino, a political subdivision of the State of California (hereinafter "County"), and the Friends of the Round Valley Public Library, a 501(c)(3) California non-profit corporation (hereinafter "FRVPL"):

**Definitions:** Library: For the purpose of this MOU LIBRARY means the part of the building situated at 23925 Howard Street, Covelo, CA that houses the library. The area used to house the library is indicated in Exhibit A to this MOU, attached hereto and incorporated herein.

**Commons:** Areas of the property at 23925 Howard Street, Covelo, CA that are used by all who have a legal right to use said property and as identified in Exhibit A to this MOU, attached hereto and incorporated herein.

**Friends of the Round Valley Public Library:** All other areas of the property at 23925 Howard Street, Covelo, CA that do not fall under the definition of Library or Commons and as identified in Exhibit A to this MOU attached hereto and incorporated herein.

**WHEREAS:**

1. County and FRVPL agree that the Round Valley Public Library ("RVPL"), jointly operated by County and FRVPL, is a part of the Mendocino County Library System pursuant to the terms and conditions of this MOU.
2. FRVPL owns the building that will house the Round Valley Public Library, at the corner of Howard and Main, Covelo, California and pay and maintain for the space that currently houses the collection (hereinafter the "Library").
3. The Library houses books, multi-media materials, periodicals, newspapers, and other materials provided in part through purchases by, and donations to, FRVPL ("FRVPL Collection"), and in part through purchases by the County ("County Collection"). Collectively, the FRVPL Collection and the County Collection will constitute the "Collection". The Library also houses equipment provided in part through purchases by, and donations to, FRVPL

(“FRVPL Equipment”) and in part through purchases by the County (“County Equipment”). Collectively, the FRVPL Equipment and County Equipment will constitute the “Equipment”. Collectively, the Collection and the Equipment will constitute the “Contents” of the Library.

4. At a reasonable rent (\$23,984.69 annually) paid by the County, FRVPL will provide, and County and shall use, the Library. FRVPL Collection and FRVPL Equipment will remain the property of FRVPL, and County Collection and County Equipment will remain the property of County. Said rent shall include payment for all utilities used by the County, including electricity, water, sewage, garbage, etc. FRVPL keep the utility billing in their 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), until termination of the MOU or until otherwise agreed to by the parties in writing.
5. The Library will house the Collection, FRVPL Equipment, and County Equipment. County-paid staff will process the Collection. FRVPL retains all rights to the FRVPL Collection and FRVPL Equipment, and County will not dispose of any item of the FRVPL Collection without explicit written approval of FRVPL. Ultimate authority for the collection housed within the County Library portion of the premises belongs to the County Librarian and/or his or her designated staff. If the library dissolves or county support is withdrawn the materials and equipment provided by the FRVPL will be retained by them and not the County. If FRVPL dissolves they will transfer ownership of materials and equipment to County.
6. FRVPL shall use the Commons for any purpose, and in any way, that FRVPL deems appropriate and consistent with FRVPL’s mission, provided, however, that such use not impede joint use of the Library by County and FRVPL as RVPL.
7. FRVPL will allow nonprofits and Mendocino County to use the Commons for events, presentations, and meetings of interest or benefit to the general public at no charge.
8. All monies from the use or rental of the property not used for the maintenance and management and improvement of the building and property will be used for the RVPL.
9. This MOU is effective for a period of one (1) year, commencing on the Effective Date, and will automatically renew for four (4) additional one (1) year periods, unless either party provides the other party with written notification at least sixty (60) days prior to the end of the annual period during which such party wishes to terminate this MOU. The terms and conditions of this MOU may be renegotiated at any time prior to termination of this MOU.
10. County shall provide funding for at least one (1) Library staff member position during the term of this MOU, at not less than thirty two (32) hours per week, except for weeks containing RVPL holidays, or as necessitated by



County labor agreements. FRVPL shall provide volunteer staff to work with, and under the direction of, such library staff member in providing library services. At no cost to FRVPL, County shall continue to provide inter-library loan service, access to the cooperative library computer system, and associated delivery services for RVPL. Such provision will include provision of, and support for, all relevant equipment, such as circulation and card-catalog computers and necessary service and collection supplies and support materials and costs.

11. The key to the RVPL shall NOT be duplicated or reproduced at any time, except by the County Executive Office.
12. FRVPL shall be responsible for the capital repair and maintenance (e.g., roof replacement, ventilation system repair, etc.) of the Library. However, in the event the need for capital repair or maintenance arises, FRVPL may, at its option, decide not to perform the capital repair or maintenance. Should FRVPL exercise its option not to perform the work, County may terminate this MOU.
13. County will provide funding for, or the actual product at the County's discretion, such things as paper towels, toilet paper, light bulbs etc. for the Library, and on a proportional basis for the Commons.
14. County shall pay for or provide janitorial services for the Library, and on a proportional basis for the Commons.
15. County hereby agrees to accept the use of the Library in an "as is" condition, understanding that FRVPL makes no representations as to the Library's condition.
16. With the exception of claims related to capital repair and maintenance of the Library, compliance with the Americans with Disabilities Act or County or State Building Codes, and air quality, mold or other environmental concerns, County shall hold harmless FRVPL, 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 the Library as described herein.
17. FRVPL 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 FRVPL's occupancy and use of the Premises outside county library operations. In addition, FRVPL 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 Building Codes, and air quality, mold or other environmental concerns, without limitation as to whether such claims may arise out of FRVPL's or County's 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.

18. County shall maintain for the duration of this MOU insurance against claims for injuries to persons, or damage to property or County Equipment and County Collection, which may arise from, or in connection with, the County's use of the Library pursuant to this MOU. County shall furnish to FRVPL certificates of insurance evidencing, at the 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 and volunteer 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 FRVPL 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 or 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 FRVPL.
19. FRVPL shall procure and maintain for the duration of this MOU insurance against 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 pursuant to this MOU.
20. FRVPL recognizes that policy and day to day operational and personnel issues of the County Library station housed within the commons falls solely within the jurisdiction of the County.
21. Upon termination of this MOU:
  - a. County will peacefully and quietly surrender to FRVPL 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 effective termination date of this MOU becomes the property of FRVPL;
- c. County will return all items of the FRVPL Collection or FRVPL Equipment previously removed from the Library by County, e.g., through inter-library loan, to the Library within sixty (60) days of the effective termination date of this MOU. Any portion of the FRVPL Collection or FRVPL Equipment previously removed by County from the Library and not returned to the Library within sixty (60) days of the effective termination date of this MOU will be replaced by County within one hundred twenty (120) days of the effective termination date of this MOU at no charge to FRVPL.

17. 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.

18. 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:

a. FRVPL:

Friends of Round Valley Public Library  
PO Box 620  
Covelo, CA 95468

b. County of Mendocino:

County of Mendocino Library  
c/o Karen Horner, County Librarian  
105 North Main St.  
Ukiah, CA 95482

19. Nothing in this MOU is dependent upon the party who actually drafted this MOU.

20. FRVPL may appoint an Administrative Liaison (AL) with the County Library Director, to provide input to the County Librarian regarding any and all issues related to this MOU, including administrative, financial, and personnel issues. The AL may be an individual or a committee.

21. 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:

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862210

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF MENDOCINO

By: Georgeanne Croskey  
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

Date: NOV 07 2018

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen  
Deputy

NOV 07 2018

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: Karla Van Hagen  
Deputy

NOV 07 2018

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: Charles L. ...  
Deputy

Date: 9/14/2018

INSURANCE REVIEW:

By: Risk Management

Date: Carmel J. Angelo

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO

Date: [Signature]

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: \_\_\_\_\_



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Karen Hinner 10/9/18  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862210

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
DAN HAMBURG, 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

INSURANCE REVIEW:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: Alan Chis

Date: October 1, 2018

NAME AND ADDRESS OF CONTRACTOR:

Low Chichester Vice President  
Friends of the Round Valley Rescue Center  
PO Box 620  
CONRO, CA 95428

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:

KATHARINE L. ELLIOTT,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

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: \_\_\_\_\_



# Exhibit A

