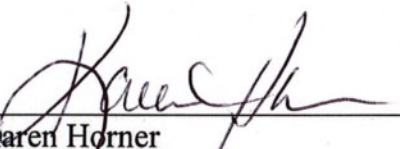


## **AGREEMENT BETWEEN THE MENDOCINO COUNTY LIBRARY AND THE MENDOCINO COUNTY LAW LIBRARY FOR PROVISION OF SERVICES**

1. The Mendocino County Law Library Board of Trustees and the Mendocino County Library agree that the Fort Bragg branch library shall house a Mendocino County Law Library computer terminal for use by the public for legal research during normal library hours.
2. The computer terminal shall be provided by and the property of the Law Library Board of Trustees. The Law Library Board of Trustees shall provide all software and subscription services accessed through the computer terminal, and warrants and represents that it has obtained appropriate licenses for all software and services on the computer terminal to be made available to the public. In the event that any license expires, elapses, or terminates, for any reason, or that any third party alleges infringement, the Law Library Board of Trustees shall immediately inform the Mendocino County Library, so that use of the service or software may be discontinued until such time as proper licenses can be obtained or any dispute is resolved.
3. To the furthest extent permitted by law, the Law Library Board of Trustees shall assume the defense of, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the Law Library's performance or its obligations under this agreement (including, but not be limited to, the Law Library Board of Trustees' obligation to provide appropriate licenses under Paragraph 2), unless arising out of the sole negligence or willful misconduct of County.
4. All maintenance and repair services for the computer terminal shall be provided by Mendocino County Information Services. The Law Library Board of Trustees shall cooperate with Mendocino County Information Services in all maintenance and repairs, and shall be responsible for providing any required replacement hardware or software.
5. Mendocino County Library shall provide a hardline internet connection for the Law Library computer terminal.
6. The Mendocino County Law Library Director shall provide training to Library employees regarding use of the Law Library subscription services on the computer terminal, as well as Law Library policies regarding length of computer use by patrons. Library employees shall provide patron services for and monitor use of the computer terminal, in keeping with the county library's computer assistance policies.
7. The services provided by the Mendocino County Library pursuant to this agreement shall be without cost to the Law Library.

8. This agreement shall be of indefinite duration, subject to the termination at either party's discretion upon three months' written notice.

MENDOCINO COUNTY LIBRARY

By:   
Karen Horner  
County Librarian

Date: 5/29/19

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By:   
Deputy

Date: 5/24/19

MENDOCINO COUNTY LAW LIBRARY  
BOARD OF TRUSTEES

By:   
Alexander Rich  
Board President

Date: 5/20/19

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

**see page 2**

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

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

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

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
CARRE BROWN, 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: Carmel J. Angelo  
Risk Management

**6/25/19**

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

CONTRACTOR/COMPANY NAME

By: **see page 2**

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

NAME AND ADDRESS OF CONTRACTOR:

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

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

**see page 2**

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

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Shirley Rawn  
Deputy CEO

**6/25/19**

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: \_\_\_\_\_