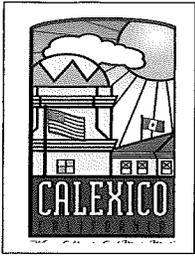


AGENDA
ITEM

14



AGENDA STAFF REPORT

DATE: July 3, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DD*

PREPARED BY: Sandra Tauler, Community Services Director *Sandra*

SUBJECT: Approve Memorandum of Understanding with County of Imperial for Libraries on the Spectrum Grant

=====

Recommendation:

Approve Memorandum of Understanding (MOU) with County of Imperial for Libraries on the Spectrum Grant for FY 2019-20.

Background:

The public libraries in Imperial County (Brawley, Calexico, El Centro, Imperial, and Imperial County) worked together to submit a grant application to the California State Library for a program called "Libraries on the Spectrum." The grant application was submitted by the Imperial County Free Library. All funds will be managed by them. This program is designed to offer library services to families with children on the autism spectrum. The grant, in the amount of \$245,000, has been approved. This MOU is to solidify the partnership for implementation of the grant between the County of Imperial and the City of Calexico.

Discussion & Analysis:

Serving this special population requires staff training, specialized equipment, designated library spaces, and programming that is designed to help make the participants safe and welcome. The grant will cover materials, training, and special collections for our libraries to more adequately meet these special needs.

Fiscal Impact:

The grant will not affect the general fund.

Coordinated With:

**AGENDA
ITEM**
14

None.

Attachments:

1. Memorandum of Understanding.
2. Notification email from State Libraries.

1 **MEMORANDUM OF UNDERSTANDING**

2
3 This MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into effective
4 the 3rd day of July, 2019, by and between the COUNTY OF IMPERIAL, a political subdivision of the
5 State of California, by and through the Imperial County Free Library (“COUNTY”) and the City of
6 Calexico (“CITY”) (individual, “PARTY;” collectively, “PARTIES”) shall be as follows:

7 **RECITALS**

8 **WHEREAS**, COUNTY has been awarded a grant from the State of California Library Fund
9 (“CSLF”) grant program, which aims to provide autism support services to CITY; and

10 **WHEREAS**, Imperial County Free Library will act as manager and fiscal agent, with the goal of
11 providing CITY, information and tools to participate in the Libraries on the Spectrum Project
12 (“Project”), which seeks to connect libraries and the autism community by bringing awareness to the
13 needs of individuals and their families living with Autism Spectrum Disorder (“ASD”); and

14 **WHEREAS**, the PARTIES desire to accomplish this goal by implementing Project at CITY’s
15 library location, while being consistent with the requirements of the CSLF grant program; and

16 NOW THEREFORE, and in consideration of the covenants and conditions contained herein, it is
17 agreed between the PARTIES as follows:

18 **1. TERM**

19 **1.1** The term of this MOU shall be from July 1, 2019 through June 30, 2020, unless
20 otherwise terminated as provided herein.

21 **1.2** If additional funding is available, the term of this MOU may be extended for an
22 additional one (1) year period, upon mutual written agreement of both PARTIES.

23 **2. RESPONSIBILITIES OF COUNTY:**

24 **2.1** COUNTY will act as the fiscal agent and manage Project.

25 **2.2** COUNTY will procure and distribute all equipment and resources to implement Project
26 with input from participating CITY.

27 **2.3** COUNTY will monitor Project and ensure all targets and outcomes are met; and will
28 report findings to CA State Library and CITY as mandated.

2.4 COUNTY will hire and supervise staff.

1 2.5 COUNTY will develop any necessary policies in coordination with partner libraries.

2 2.6 COUNTY will promote and market Project utilizing cohesive and agreed-upon marketing
3 materials.

4 **3. RESPONSIBILITIES OF CITY:**

5 3.1 CITY will work with COUNTY and other parties to implement Libraries on Spectrum
6 Project.

7 3.2 CITY will provide input regarding Project scope and activities.

8 3.3 CITY will assist with implementing programs at their respective site; this includes
9 providing materials, resources and staff as needed.

10 3.4 CITY will make available a collection of equipment and resources specific to
11 families with autism; CITY agrees to maintain the integrity of the collection.

12 3.5 CITY agrees to assist with planning staff professional development.

13 3.6 CITY agrees to track and report Project data to COUNTY for reporting purposes.

14 3.7 CITY will host programs at their respective cities' at a time agreed upon between
15 COUNTY and CITY.

16 **4. TERMINATION**

17 Either PARTY may terminate this MOU with or without cause upon thirty (30) days' written
18 notice to the other PARTY. The PARTIES may mutually agree to waive this notice requirement and
19 terminate this MOU immediately.

20 **5. INDEMNIFICATION**

21 CITY shall indemnify, hold harmless and defend the COUNTY and any and all of its officers,
22 agents, servants, or employees against any and all claims, loss, damage, charge or expense, including
23 reasonable attorneys' fees, to which the COUNTY of such officers, agents, servants, or employees may
24 be put or subject to, by reason of any damage, loss or injury of any kind or nature whatever to persons or
25 property to the extent caused by the negligent act or action, or any neglect, or failure to act, when under
26 a duty to act, on the part of CITY, or either of them, in its performance hereunder.

27 COUNTY shall indemnify, hold harmless and defend the CITY and any and all of its officers,
28 agents, servants, or employees against any and all claims, loss, damage, charge or expense, including

1 reasonable attorneys' fees, to which the CITY of such officers, agents, servants, or employees may be
2 put or subject to, by reason of any damage, loss or injury of any kind or nature whatever to persons or
3 property to the extent caused by the negligent act or action, or any neglect, or failure to act, when under
4 a duty to act, on the part of COUNTY, or either of them, in its performance here under.

5 In the event claims, losses, damages, charges, or expenses are caused by the joint or concurrent
6 negligence of COUNTY and CITY, they shall be borne by each PARTY in proportion to its negligence.

7 **6. PAYMENT**

8 No transfer of money is associated with this MOU.

9 **7. PROGRAM COORDINATION**

10 **7.1** The County Librarian, or his/her designee, shall be the representative of COUNTY for
11 all purposes of this MOU. The County Librarian, or his/her designee, is hereby
12 designated as the Program manager for COUNTY. He/she shall supervise the progress
13 and execution of this MOU.

14 **7.2** CITY shall assign a single Program Manager to have overall responsibility for the
15 progress and execution of this MOU.

16 **8. NOTICES AND COMMUNICATIONS**

17 Any notice by either PARTY to the others shall be personally delivered to the PARTY or sent
18 by certified mail, return receipt requested, to the addresses set forth below, or to such other addresses as
19 any PARTY may from time to time notify the others in writing.

20 **FOR COUNTY:**

21 Attn: Crystal Duran, County Librarian
22 Imperial County Free Library
23 1125 W. Main Street
24 El Centro, CA 92243

24 **FOR CITY:**

25 Attn: Sandra Tauler, Community Services Director
26 Camarena Memorial Library
27 850 Encinas Avenue
28 Calexico, CA 92231

27 **9. ENTIRE AGREEMENT**

1 This MOU contains the entire agreement between the PARTIES relating to the transactions
2 contemplated hereby and supersedes all prior or contemporaneous memoranda of understandings,
3 understandings, provisions, negotiations, representations, or statements, either written or oral.
4

5 ///

6 **11. MODIFICATION**

7 No modification, waiver, amendment, discharge, or change of this MOU shall be valid unless the
8 same is in writing and signed by both PARTIES.

9 **12. AUTHORITY**

10 Each of the individuals executing this MOU on behalf of the PARTIES represents and warrants
11 that:

- 12 a. He/She is duly authorized to execute and deliver this MOU on behalf of COUNTY or CITY,
13 as applicable; and
- 14 b. Such execution and delivery on behalf of either COUNTY or CITY is duly authorized and
15 within the authority of the signatory identified below.

16 **13. CHOICE OF LAW**

17 The laws of the State of California shall govern this MOU. Proper venue for any dispute
18 regarding this MOU shall lie in Imperial County, California.

19 **14. INTERPRETATION**

20 This MOU shall be interpreted to give effect to its fair meaning and shall be construed as though
21 both PARTIES prepared it.

22 **15. ASSIGNMENT**

23 Unless authorized in writing by both PARTIES, neither PARTY shall assign or transfer any
24 rights or obligations covered by this MOU. Any unauthorized assignment or transfer shall constitute
25 grounds for termination by the other PARTY.
26
27

28 **16. SEVERABILITY**

1 If any one or more of the provisions of this MOU is held to be invalid, illegal, or unenforceable,
2 then such provision or provisions shall be severed here from, and the remaining provisions of the MOU
3 shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

4 **17. EXECUTION OF COUNTERPARTS**

5 If this MOU is executed in counterparts, each counterpart shall be deemed an original, and all
6 such counterparts or as many of them as the PARTIES preserve undestroyed shall together constitute
7 one and the same MOU.

8 **18. NON-DISCRIMINATION**

9 During the performance of this MOU, the PARTIES shall not discriminate against any
10 employee, applicant, student or other person connected to this MOU in a manner prohibited by the laws
11 of the United States or the State of California on the basis of, including but not limited to, religion, race,
12 color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age.

13 **19. INSURANCE REQUIREMENTS**

14 PARTIES agree to procure and maintain insurance coverages sufficient to cover their respective
15 risks.

16
17
18
19
20
21
22
23
24
25
26
27
28 ///

1 **20. EXECUTION**

2 **IN WITNESS THEREOF**, the PARTIES hereto have caused this MOU to be executed on the
3 date and year first above written.

4 **COUNTY OF IMPERIAL:**

CITY:

5
6 By: _____
7 Ryan E. Kelly, Chairman
8 Imperial County Board of Supervisors

By: _____
Lewis Pacheco, Mayor

9 **ATTEST:**

10
11 _____
12 Blanca Acosta,
Clerk of the Board of Supervisors

13 **APPROVED AS TO FORM:**

14 Katherine Turner
15 County Counsel

16 By: _____
17 Layla Sarwari,
18 Deputy County Counsel

19 **APPROVED AS TO CONTENT:**

20
21 By: _____
22 Crystal Duran
County Librarian

From: Coles, Janet@CSL <janet.coles@library.ca.gov>
Sent: Wednesday, June 12, 2019 3:34 PM
To: Crystal Duran <CrystalDuran@co.imperial.ca.us>
Cc: Cook, Jane (cook@plpinfo.org) <cook@plpinfo.org>
Subject: Intent to award notice

Dear Crystal,

This is to notify you that the California State Library intends to award a grant to the Imperial County Free Library to fund the proposed project, "Libraries on the Spectrum," for a total of \$245,000 in federal LSTA funds.

Please note that your organization must complete a brief risk self-assessment before a final award letter and certification and claim documents can be sent. This assessment is required by federal regulations and the purpose is to help us determine the type of support you will need from the State Library in terms of grant management and monitoring. Your answers will not affect your grant award.

Please use this link to access the self-assessment and complete it online:

<https://www.surveymonkey.com/r/Y6ZGGR5>

Please complete the self-assessment by Tuesday, June 25, 2019. A PDF copy of the questions has been attached for your reference (for reference only! please submit online). We strongly recommend that you refer to the attachment and develop your answers prior to accessing and completing the online form.

Please do not hesitate to contact me if you have any questions or concerns.

Best regards,

Janet Coles
Acting Bureau Chief
Library Development Services
California State Library
janet.coles@library.ca.gov
916-651-0981