

MEMORANDUM OF UNDERSTANDING

BETWEEN
CITY OF PORTERVILLE
AND
PORTERVILLE UNIFIED SCHOOL DISTRICT
FOR THE SHARED USE OF THE
PORTERVILLE HERITAGE CENTER LIBRARY

This Memorandum of Understanding (MOU) is entered into between the City of Porterville (CITY) and the Porterville Unified School District (PUSD) for the joint use of the Porterville Heritage Center's (CENTER) library.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the conditions that will govern this partnership.

B. RESPONSIBILITIES

1. CITY shall retain ownership of the Porterville Heritage Center, including the joint use library and computer center, and parking area.
2. PUSD will have exclusive use of the computer center. PUSD will provide janitorial service and maintain all PUSD-owned equipment in the computer center. PUSD will provide chairs for the computer center.
3. PUSD shall have exclusive use of the library and computer center from 8:00 am until 3:00 pm, Monday through Friday, when Santa Fe Elementary School is in session.
4. CITY will have use of the library when school is not using the facility, until closing hours of the CENTER, Monday through Friday, when school is in session.
5. CITY will have exclusive use of the library on weekends and during non-school periods. Hours of use by the CITY during these periods shall be at the CITY'S discretion.
6. From time to time, hours of library and computer center operation may be negotiated between the CITY and PUSD representative.
7. PUSD will keep the computer center locked when it is not in use. CITY will be provided a key in case of emergency.
8. PUSD will provide the library with Santa Fe Elementary School books, which shall be coded in such a manner that will allow checkout by the general public.
9. CITY shall maintain records of all transactions of PUSD library materials that are checked out through the common Integrated Library System (ILS) by City Library Cardholders.

10. CITY shall generate a report on an annual basis that accounts for any lost and/or damaged PUSD materials.
11. PUSD upon review of the lost and/or damage materials report will submit a request for reimbursement from the CITY for materials checked out by the general public, excluding PUSD students, and the CITY shall reimburse PUSD for said materials within 60 days of receipt of said request and verification of the reimbursement cost.
12. PUSD will provide bookshelves for PUSD book collections within the library and the CITY will provide bookshelves for CITY book collections within the library.
13. PUSD and CITY representative will agree upon style, quantity, and size of bookshelves, chairs, tables, study carousels, and other furnishings prior to purchases. PUSD will provide sufficient tables and chairs in the library for Santa Fe Elementary School students use.
14. PUSD and CITY representative will agree on the collection capacity of respective holdings and equipment, including furnishings, to accommodate ADA compliance, within the 2,240 square foot library. *As followed by general library standards, recommendation for this facility is _____.
15. PUSD and CITY representatives will meet annually to discuss the collection needs of the joint-use library. PUSD and CITY representatives will strive to weed the collection annually.
16. The San Joaquin Valley Library System, or other system as determined by CITY, will be utilized for all collections.
17. CITY will train PUSD on the use of the San Joaquin Valley Library system, or other system determined by CITY for checkout of PUSD books to Santa Fe Elementary School Students and faculty. CITY training will include periodic checking of PUSD use of the system.
18. CITY will provide library cards for Santa Fe Elementary School students and credentialed faculty. PUSD will maintain student cards and will modify library card records when students are no longer enrolled at this campus.
19. Subject to funding availability, CITY and PUSD will share the cost of the installation of a monitoring system for the collections at a time when the library is accessible by the public.
20. CITY will be responsible for installation and maintenance of any Security System that may be installed at the CENTER. PUSD shall reimburse CITY for PUSD necessitated changes to security codes. PUSD will be responsible for installation and maintenance of any Fire Monitoring System that may be installed at the CENTER.
21. CITY will be responsible for janitorial maintenance of the library, excluding the computer media center.
22. PUSD will clear off display boards at the end of every school year, discard lost and found items, and monitor materials that need to be disposed of and/or placed in the campus resource room. PUSD will not place items by way of tape, staple, glue, to the walls, windows, and/or bookcases without authorization from the CITY.

C. TERM

The term of this Agreement shall be for a period of twenty (20) years from the date of signing. This Agreement may be extended by mutual agreement of both parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date and upon completion of any operational commitments.

At the conclusion of this agreement or at any time the agreement is cancelled or nullified all books, materials, equipment and related supplies shall revert to the party who originally contributed the item to the facility.

D. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Written modifications shall require prior approval by the City Council and the Porterville Unified School District Board, unless authority for such modifications has been expressly delegated to other acting on their behalf. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

E. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents, and employees from any and all claims, actions, and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement. This provision shall survive the term of the agreement.

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

Signature of Authorized Official
CITY OF PORTERVILLE

Signature of Authorized Official
PORTERVILLE UNIFIED SCHOOL DISTRICT

NAME

NAME

TITLE

TITLE

DATE

DATE