

- 1 d. Contract with the appropriate agency or agencies to provide services for the literacy
2 program.
3 e. Participate in an annual review and reconsideration of the literacy needs of the
4 Coalition members.
5 f. This MOU is valid and enforceable only if sufficient funds are made available by the
6 appropriate budget act for the purposes of this MOU. If sufficient funds are not
7 appropriated, it shall be invalid and of no further force and effect. In that event, the
8 budget of LEARN IV will be reduced or eliminated, correspondingly.
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10 **2. Responsibilities of Member Libraries**

11 The following are responsibilities and duties of the member libraries:

- 12 a. Meet regularly with representatives of the ICFL and cooperate with the ICFL with
13 regard to transparent provision of library literacy services.
14 b. Provide a facility for the tutoring programs.
15 c. Assess each library's requirements and available funding for offering other literacy
16 programs and eligibility for California State Library funding such as Families for
17 Literacy, ELLI or LLABS.
18 d. Participate in an annual review and reconsideration of the literacy needs of the
19 Imperial Valley.
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21 **3. Term**

22 This MOU shall remain in effect for one (1) year from the date first written above and
23 renew annually. Any member may withdraw by providing thirty (30) days prior, written notice to
24 all of the other members. All members may terminate this MOU upon written consent of all
25 members.
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4. Indemnification

To the extent permitted by law, all members agree to indemnify, defend and hold harmless all the other members from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive of such member, or anyone acting under its direction in connection with or incident to this MOU.

5. Assignments And Subcontracts

Neither this MOU nor any rights, duties or obligations hereunder shall be assignable and/or subcontracted by any member without the prior written consent of all of the other members.

6. Binding.

This MOU shall be binding upon the heirs, successors, assigns and subcontractors of the parties.

7. Notices.

- a. Any notice to a member or members shall be sent by certified mail, return receipt requested, or by overnight deliver service, to the following addresses: Connie Barrington, Librarian, Imperial County Free Library, 1125 Main Street, El Centro, CA 92243; Sandra Tauler, Director, Camarena Memorial Library, 850 Encinas Ave., Calexico 92231; Roland Banks, Director, El Centro Public Library, 539 State St., El Centro, CA 92243; Chris Carter Director, Imperial Public Library 200 W. 9th St., Imperial, CA 92251; and Marjo Mello, Director, Brawley Public Library, 400 Main Street, Brawley, CA 92227.
- b. Any member may change its address for notice by providing written notice to the all of the other members. Notices are effective on the date of delivery.

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8. Entire MOU.

This MOU contains the entire contract between the members relating to the transactions contemplated hereby and supersedes all prior or contemporaneous memoranda of understandings, understandings, provisions, negotiations, representations, or statements, either written or oral.

9. Modification.

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

10. Choice of Law.

This MOU shall be governed by the laws of the State of California. It is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either party with respect to this MOU shall be brought in a court of competent jurisdiction within the County.

11. Counterparts.

This MOU may be executed in counterparts.

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Executed on the date first written above in Imperial County, California.

Imperial County Free Library

Brawley Public Library

By: _____
Connie Barrington, Librarian

By: _____
Marjo Mello, Director

County of Imperial

El Centro Public Library

By: _____
Wally Leimgruber, Chairman
of the Board of Supervisors

By: _____
Roland Banks, Director

Attest:

Imperial Public Library

By: _____
Sylvia Bermudez, Clerk of
the Board of Supervisors

By: _____
Chris Carter, Director

Approved as to Form:

Camarena Memorial Library

Michael L. Rood
County Counsel

By: _____
Sandra Tauler, Director

By: _____
Linda S. Tucker
Deputy County Counsel