

# **Memorandum of Understanding Between the San Diego County Public Law Library and the City of Chula Vista**

## **Recitals**

- A. In the interest of creating a facility to increase the availability of legal materials throughout San Diego County, the San Diego County Public Law Library ("SDLL") seeks to establish an outreach and satellite facility within the Chula Vista Public Library ("CVL") Civic Center branch located at 365 F Street, Chula Vista, CA 91910.
- B. The CVL Civic Center Branch is a location with high visitor traffic and offers many services and opportunities for the public in the Chula Vista area.
- C. Many California County Law Libraries have partnerships with local public libraries in place and they are successful in expanding public and attorney access to legal information.
- D. The SDLL would like to partner with the CVL Civic Center branch to offer law library service for both the general public and the legal community at the Chula Vista Public Library, located at 365 F Street, Chula Vista, CA 91910.

## **Parties to this Memorandum of Understanding ("MOU")**

The parties to the MOU are:

A. San Diego County Public Law Library ("SDLL")  
1105 Front Street  
San Diego, CA 92101

B. City of Chula Vista ("City")  
365 F Street  
Chula Vista, CA 91910

The above parties may be referenced in this MOU, collectively, as "Parties," or individually, as "Party."

With reference to the above recitals and for other valuable consideration, which is hereby acknowledged, the Parties hereby agree as follows:

## **Term**

This MOU shall commence on February 1, 2016 and shall remain in effect until terminated by one or both Parties to the MOU.

## Termination

Either Party may, at any time, for any reason, with or without cause, suspend or terminate this MOU, or any portion thereof, by serving upon the other Party at least ten (10) day prior written notice. If either Party suspends or terminates a portion of this MOU such suspension or termination shall not make void or invalidate the remainder of this MOU.

## Description of Services

The Law Library (SDLL) will provide materials, staffing, and support, to the CVL Civic Center branch.

### A. Staffing

SDLL will provide one (1) staff member to work physically at the CVL Civic Center branch the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month from 10 a.m. to 2 p.m. (except on State and Federal Holidays) starting on February 8, 2016. This staff member will remain an employee of SDLL and not be considered an employee of City. The staff member will work solely with the legal materials; and:

- Answer legal reference questions from patrons;
- Track reference statistics;
- Provide quick (15-30 minute) educational sessions about SDLL resources;
- Provide quick (15-30 minute) educational sessions about the law/legal resources;
- Provide assistance with SDLL legal resources and databases; and
- Provide services to law library members, including, but not limited to: taking membership applications, arranging for the delivery and return of SDLL books checked out to members, and other duties as befitting a branch location.

Where the law library staff member is located within the CVL Civic Center branch library will be agreed upon by both SDLL and City.

### B. Educational Support

SDLL will offer occasional presentations by attorneys (not SDLL staff) about topics relevant to the community at the CVL Civic Center branch library.

SDLL may hold free legal clinics at the CVL Civic Center branch library to be determined at a later time between both parties to this MOU.

## C. Materials

### 1. Print

SDLL will place at the CVL Civic Center branch library sufficient print materials to enable the contemplated legal reference services. The actual number of titles and volumes will depend on a variety of factors including available space, need, and staff availability to upkeep these materials. City may decide where these materials are to be placed within their Civic Center library.

Print materials will be donated to City by SDLL. City shall determine in its sole discretion which items it will keep current and updated, and will do so at its own cost. SDLL will remove any such print materials from its collection and thereafter donated print materials shall belong to City to catalog, maintain, or otherwise treat as their own.

### 2. Electronic

Due to licensing restrictions with its own legal database providers, SDLL will provide access to databases that SDLL shall select in its sole discretion and upon the following terms:

Access shall only be allowed at the CVL Civic Center branch library location.

Access to these databases requires IP authentication.

City will designate and configure a maximum of two terminals to be used as Law Library access terminals. These terminals will remain the property of City. City will be solely responsible for the maintenance and upkeep of these units.

City will configure these terminals to connect to the internet, as well as to the local pay-for-print system.

City will provide SDLL the specific IP address information for the two designated terminals required for IP authentication which SDLL will forward to the selected vendors.

City will set their internal controls to specifically allow only these two "Law Library" terminals to access the SDLL databases via the IP address(es) provided.

City will additionally explicitly deny access to the provided SDLL databases from all other devices utilizing the provided IP address(es).

City warrants that only the two terminals designated as Law Library access terminals will be permitted to access these databases.

City will notify SDLL in the event of IP address changes or other technical problems.

SDLL will notify City in the event that access to the databases changes. SDLL will notify City in the event our database vendors require software updates, or additional plug-ins on the terminals to maintain access to these collections.

Nothing in this MOU shall be construed to require SDLL to maintain subscriptions to any particular databases or to continue to provide access to any databases.

#### D. Promotion and Branding

SDLL and City will cooperate on promoting the services under this MOU. Any online promotional or written materials will use the logos and contact information of both libraries.

Signage located at the CVL Civic Center branch library will acknowledge the partnership with SDLL in providing the speakers, law clinics, collection, and reference services contemplated under this MOU.

City will provide access and suitable space for the library speakers, any clinic, and library patrons that will use the SDLL provided services. City will provide the space, furniture, and shelving for any SDLL provided service in the CVL Civic Center branch library.

City will provide staff assistance for patrons wishing to use legal materials and services at those times when no SDLL librarian is available.

### **Indemnification Provision**

A. The SDLL shall indemnify, defend and hold harmless the City, its respective officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SDLL's acts and/or omissions arising from and/or relating to this MOU.

B. The City shall indemnify, defend and hold harmless the SDLL, its respective officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this MOU.

### **General Provisions**

Personnel performing the services under this MOU on behalf of SDLL shall at all times be under SDLL's exclusive direction and control. Neither City nor any of its officers,

employees, agents, or volunteers shall have control over the conduct of SDLL or any of SDLL's officers, employees, or agents.

Neither Party shall assign or transfer any rights or obligations in this MOU without the prior written consent of the other Party.

This MOU is made and entered into for the sole benefit of the Parties hereto. No other person or entity shall have any right of action based upon any provision of this MOU.

The persons or person executing this MOU on behalf of both SDLL and City warrant and represent that he or she has the authority to execute this MOU on behalf of his or her respective Party and has the authority to bind the Party to the performance of its obligations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the 29<sup>th</sup> day of January, 2016.

San Diego County Public Law Library



\_\_\_\_\_  
John Adkins, Library Director

City of Chula Vista



\_\_\_\_\_  
Gary Halbert, City Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LEGAL AID SOCIETY OF SAN DIEGO  
AND  
SAN DIEGO LAW LIBRARY**

This Memorandum of Understanding is entered into between the Legal Aid Society of San Diego ("LASSD") and the San Diego County Public Law Library (aka San Diego Law Library ("SDLL")) as of 2/1/16 and shall remain in effect until terminated by one or both parties to the Agreement.

**Recitals**

WHEREAS San Diego Law Library will limit staffing at South Bay and East County Courthouse Law Library locations due to a reduced demand for library services in those courthouse locations at the current time and will thereby be repurposing those locations for the foreseeable future and partnering with local organizations to provide legal information and services to the public;

WHEREAS Legal Aid Society of San Diego wishes to offer legal services at the South County and East County Courthouse Law Libraries in order to provide access to legal services for East and South County residents closer to their homes;

WHEREAS, both San Diego Law Library and Legal Aid Society of San Diego have missions to provide access to justice for the community of San Diego.

**Agreements & Understandings of the Parties**

**IT IS AGREED AS FOLLOWS:**

1. SDLL will limit staffing the law libraries located at the South Bay and East County Courthouses over time beginning on 1/1/16
2. SDLL will repurpose the East County Courthouse Law Library location to be an archive for historic library and legal research material, to be open to the public for archive research on an appointment basis with an SDLL staff member. There shall be no access to LASSD to the East County Courthouse Law Library mezzanine and two internal offices that house IT and archive materials.
3. SDLL may remove legal materials from the South Bay and East County Courthouse Law Library locations over a period of time. The removal of material

will be at the convenience of SDLL, but shall not interfere with any LASSD clinics. LASSD agrees to safeguard the legal materials owned by SDLL while using the facility and prohibit removal of any SDLL owned legal materials from the premises.

4. LASSD will continue to offer a Consumer Clinic at the South County Courthouse every Thursday and will be given a key to the location for use during scheduled clinics.
5. LASSD will offer Unlawful Detainer services two days per week at the South County Courthouse Law Library and will be given a key to the location for use during schedule clinics.
6. LASSD will offer Unlawful Detainer services two days per week at the East County Courthouse Law Library and will be given a key to the location to use during scheduled clinics.
7. LASSD will be assigned a total of 4 keys for their specific use, 2 for each location specified in this agreement. Requests for additional keys can be made to Gina Catalano. Keys are not to be copied by LASSD. Costs to rekey branch facilities in the event that keys assigned to LASSD are lost will be the responsibility of LASSD.
8. Notwithstanding current LASSD clinic programs, this MOU contemplates an increased, more robust usage of these spaces by the addition of new clinics and programs. LASSD will contact SDLL to add new clinics and programs as the need arises.
9. LASSD will share statistics with SDLL as to number of people assisted at the various clinics while using the El Cajon and Chula Vista Law Library Courthouse locations.
10. SDLL will help coordinate a schedule of East and South County Courthouse Law Library usage to avoid potential calendaring conflicts with SDLL and partners using the facilities. LASSD will contact SDLL with usage needs and if there are no conflicts LASSD activities can be added to the schedule. LASSD will be given keys to the locations for use during scheduled activities.
11. SDLL will provide access to phone lines and utilities for use by LASSD. LASSD will provide their own internet service.
12. LASSD will be permitted to use some furniture and equipment located at East and South County Law Library. SDLL will have a computer, printer, and network solely dedicated to SDLL staff usage at East County and South County Law

Library. LASSD will not be permitted to use this equipment. Furniture and equipment located on the East County mezzanine and in the two East County offices reserved for archive materials will not be available for LASSD use.

13. LASSD will be permitted to use breakrooms and bathrooms located at East and South County Law Library, subject to SDLL's use agreement with the County of San Diego (see San Diego County Regulations attached).
14. SDLL agrees to permit access to public printers and photocopiers owned by SDLL at East and South County Law Library for the use of LASSD. LASSD agrees to supply paper and print toner for the printers. SDLL will provide access to LASSD computers to print directly to the public printers. LASSD agrees to pay .20 per page for photocopies. LASSD can obtain copy cards for their convenience through SDLL so no cash will be needed to operate the photocopiers. Alternatively, LASSD may also provide its own wired/wireless equipment for its usage.
15. LASSD agrees to keep the locations locked at all times when not in use. LASSD will be responsible for keys to the East and South County Courthouse Law Library locations and will use reasonable safeguards to limit access to the keys and the facilities.
16. LASSD agrees to use the utmost care in supervising any and all clinic users and will use every effort to safeguard contents of the libraries.
17. LASSD will immediately notify SDLL of any missing keys. LASSD will immediately notify SDLL of any building, technology, or emergency issues.
18. SDLL and LASSD will cooperate on promoting the clinics and services under this MOU. Any online promotional or written materials will use the logos of both parties. Any signage will acknowledge the partnership with SDLL and LASSD in providing the clinics and services contemplated under this MOU.
19. LASSD will maintain its liability insurance, covering all staff and volunteers using the library locations.
20. LASSD's point of contact for any and all MOU notices or business will be Sara Raffer Lee.
21. SDLL's point of contact for any all MOU related notices of business will be Gina Catalano.



22. Representatives of SDLL and LASSD shall meet at least annually to discuss and resolve issues relating to concerns or other matters of interest to either party.

#### **Termination**

Either party may, at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion thereof, by serving upon the other Party at least ten (10) day prior written notice. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

#### **Indemnification Provision:**

The SDLL shall indemnify, defend and hold harmless the LASSD, its respective officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SDLL's acts and/or omissions arising from and/or relating to this MOU.

The LASSD shall indemnify, defend and hold harmless the SDLL, its respective officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the LASSD's acts and/or omissions arising from and/or relating to this MOU.

#### **General Provisions**

Neither party shall assign or transfer any rights or obligations in this MOU without the prior written consent of the other party.

This MOU is made and entered into for the sole benefit of the parties hereto. No other person or entity shall have any right of action based upon any provision of this MOU.

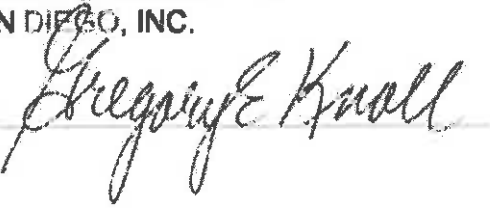
The persons or person executing this Agreement on behalf of both SDLL and LASSD warrant and represent that he or she has the authority to execute this Agreement on

behalf of his or her respective organizations and has the authority to bind the organization to the performance of its obligations.

SO AGREED:

LEGAL AID SOCIETY OF  
SAN DIEGO, INC.

BY:



SAN DIEGO COUNTY  
PUBLIC LAW LIBRARY

BY:



Director

If you have problems viewing this enews, [click here](#).



# eNEWS

A source for Tools, Advice  
and Training to *control risks...*  
So you can Focus on your  
Nonprofit's *mission*.

## What Is a Contract?

According to the Restatement (Second of Contracts, Section 1 (1981), a contract is "a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes a duty."

May 23, 2007

## Drafting a Memorandum of Understanding

An effective Memorandum of Understanding (MOU) prevents misunderstandings and disputes by clarifying the expectations of the partners. The process of developing an MOU is an instructive and potentially invaluable experience in partnering. You will learn how responsive your partner will be—are your calls returned promptly? Does your partner give the partnership the attention and seriousness it requires? You may also learn how your partner reacts when you disagree on an issue. In many cases, you will learn vital information such as:

- the corporate structure of your partner (don't assume!);
- whether your partner has liability and other types of insurance;
- what specifically the partner is willing to promise (ambitious projections may dissipate as your partner commits to something realistic);
- what aspects of the project your partner is willing to be responsible for;
- how each organization will assess or evaluate the success of the project; and
- your partner's overall commitment to the project,

The refusal to put anything in writing is a red flag and may be sufficient reason not to proceed with the arrangement.

There are a number of elements that should be contained in a typical Memorandum of Understanding. Since each project and its partners are unique, the following suggestions are provided as an example. ***As with any contract, it is critical to obtain legal counsel before obligating your nonprofit.***

1. **Overall Intent:** Many MOUs begin with a brief description of the overall intent of the parties, such as

"Whereas the mission of We CARE is to provide hot meals to homeless persons living in the District of Columbia, and the mission of We DELIVER is to deliver food to homeless persons living in the District of Columbia, the organizations hereby agree to collaborate in developing an integrated food preparation and delivery system beginning September 1, 2008."

The overall intent clause must accurately reflect what the parties are intending to do. Ulterior motives have no place in effective partnerships.

2. **The Parties:** The next clause in an MOU describes the parties to the agreement. It should generally be specific to indicate the types of organizations ("a nonprofit corporation headquartered in the District of Columbia").
3. **The Period:** Specify a time period for the partnership with start and end dates.

4. **Assignments/Responsibilities:** This important section of the MOU describes the duties and responsibilities of each partner. It is generally more effective to describe each organization's responsibilities separately, beginning with the items that are an organization's sole responsibility. List each group's sole responsibilities, followed by a description of shared responsibilities, if any. In many cases, this section of the agreement will be the most detailed and lengthy. Clarifying responsibilities is the number one purpose of a written agreement.
5. **Disclaimers:** Many MOUs will contain one or more disclaimers, including one indicating that employees of Organization A are not to be considered employees, borrowed or otherwise, of Organization B and vice versa. It may also be worthwhile to disclaim what the partnership is not intended to do, guarantee, or create.
6. **Financial Arrangements:** A typical partnership will have financial implications. These should be spelled out in detail including which entity will pay for each item and when payment is due and to whom.
7. **Risk Sharing:** Another critical element of an MOU is a description of who will bear the risk of a mishap. What if something goes wrong? What if the partnership's activities result in injury, death or a financial loss? An important tenet of risk management is that an organization should never assume responsibility for something over which it does not have control. For example, a nonprofit renting a building to hold a dinner meeting should not assume responsibility for the damage caused by a leaky roof. A formal MOU may include an indemnification provision, promising that Organization A will pay for losses suffered by or caused by Organization B. Ideally, indemnification provisions should be mutual in that each party will be responsible for its own negligent acts or omissions. Remember that an organization's agreement to indemnify another nonprofit without the financial resources (including insurance) to meet this responsibility is a hollow promise. So make certain your partner is not only willing but also able to pay for losses it causes.
8. **Signatures:** A representative from each partner with authority to bind their organizations contractually should sign the MOU. Each partner should retain a copy of the signed agreement.

Realize that a MOU is a contract and, as such, should be reviewed by your attorney before you sign the document to make certain that your nonprofit and its assets are protected and that you aren't giving away the store in an effort to move forward with the partnership.

Source: *No Strings Attached, Untangling the Risks of Fundraising & Collaborations*, \$10.00

## June Calendar of Events

**June 6**

**Webinar 2-3 pm EDT**



**Volunteer Risks: Guarding Against and Insuring Harm Suffered by and Caused by Volunteers**

**June 13-14**

**Finance & Risk Management Essentials for Nonprofit Leaders, Kennebunkport, ME**

**June 20**

**Risk Management Essentials for Nonprofit Leaders, Little Rock, AR**

**June 27**

**Finance & Risk Management Essentials for Nonprofit Leaders, Missoula, MT**

**Plus — October 24-26 — 2007 Summit**

Now is a great time to reserve your choice of rooms at the Marriott Winston-Salem for the 2007 Summit for the Nonprofit Sector, being held in collaboration with the North Carolina Center for Nonprofits, a state association and one of the Center's 10 satellite offices. This 2.5-day event offers a unique training, educational and networking opportunity for leaders of the nonprofit sector.

Be sure to keep checking [www.nonprofitrisk.org](http://www.nonprofitrisk.org) as information about the plenary speakers and session topics grows.

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