

**Joint Use Cooperative Agreement
Between the County of Riverside,
the Temecula Valley Unified School District and
the City of Temecula for the Joint Use of Facilities
Located at the Temecula Public Library**

1. Parties This JOINT USE COOPERATIVE AGREEMENT (“Agreement”) is made and entered between the County of Riverside of the State of California, a political subdivision of the State of California (“County”), the Temecula Valley Unified School District of California, a California public school district (“District”) and the City of Temecula, a municipal corporation (“City”). This agreement is made with reference to the following facts:

2. Recitals

2.1 The Parties desire to rescind the joint use cooperative agreement entered into on June 11, 2002 in favor of this Joint Use Cooperative Agreement (Agreement). The previous agreement is null and void and the Effective Date of this Agreement shall be March 18, 2003.

2.2 Through an analysis of the comprehensive Community Library Needs Assessment (“NA”) conducted by the City, a significant need for a library facility and services has been identified in the City of Temecula. The Community Library Needs Assessment further documented key needs within the K-12 student population that the County, District and City desire to meet through a cooperative effort.

2.3 The County, District and City agree, through cooperative efforts and leveraging of public resources, to provide outstanding library services for the benefit of K-12 students and the general public.

2.4 The California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 provide for competitive funding opportunities for the construction of public library facilities. First priority is given to those project that demonstrate a true partnership and cooperative use between the agency that operates the library and one or more public school districts. The County, District and City desire to utilize the benefits of the “California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000”, found at Education Code section 19985 et seq., in the provision of a public library.

2.5 Section 17050 of the Education Code and other applicable law, of the State of California authorizes a District to enter into a contract with the County or other appropriate entity having responsibility for the provision of public library services in which the District is located, for the purposes of operating a joint-use library facility located on City property.

2.6 The County, District and City now seek to define the responsibilities and rights of the parties concerning the cooperative joint use of the proposed new Temecula Public Library.

In consideration of their mutual promises, the parties hereto do agree as follows:

3. Cooperative Use Programs and Services

The Technology and Homework Center (“THC”) is a place for students in Kindergarten through 12th grade to obtain the resources and assistance necessary to support homework assignments, and to develop and enhance computer literacy. District employees, both classified and certificated, will staff the THC at specifically agreed upon times for homework assistance, group and individual computer training, and computer literacy classes.

The 24 computer workstations located in the THC will be interfaced with the District computer system by virtue of a Internet access to enhance students’ ability to access and complete classroom assignments outside of class. The County will provide Internet filter protection on all computer workstations in the THC similar to that used on District computers. In addition, the County will provide District subscribed databases on THC workstation computers.

The Agreement provides for shared library materials and delivery of Library collections through an integrated use of the County and District’s delivery systems. A regular library orientation program for all first grade students will be offered through joint commitment.

3.1 Roles and Responsibilities

District shall provide instructional staffing and supervision of the Technology and Homework Center. District shall provide one desktop computer for use in the THC. District shall provide staffing and transportation for daily distribution of library materials ordered by students from District offices to individual school sites. District shall fund and provide transportation and supervision for first grade student library orientation field trips.

County shall provide sufficient annual budget through its annual library funding sources to operate and maintain all library programs, including adequate library staff, furniture, fixtures, equipment maintenance and replacement, and overall management of the facility. County shall provide staffing and transportation for daily distribution of library materials to District offices for subsequent distribution to students and teachers.

City shall provide partial funding of County’s annual operating budget to provide higher staffing levels, computer hardware, software, and District subscribed electronic databases. City shall provide high speed Internet access to all library computers, including THC equipment, through a T-1 or better line. City shall provide staffing, supervision and funding for building and landscape maintenance of the facility.

3.2 Services and Programs

Technology and Homework Center (THC):

Recently, the District approved and the State of California accepted the Library/Media and Technology Improvement Plan 2002-2007 for Temecula Valley Unified School District (“Plan”). All Technology and Homework Center activities and programs will be designed to incorporate the goals and objectives identified in the Pan. The software, research techniques and instruction provided will enhance and complement those components as offered by the District in the classroom.

Homework assistance, Internet access, computer literacy classes, and adequate computer workstations were high needs identified in the Needs Assessment. The THC will

accommodate 24 computer workstations for K-12 students, with an additional 34 workstations available throughout the library. High speed Internet access from all library workstations will be provided via a T-1 or better line. THC workstations will be equipped with flat screens and input devices at a workspace that also offers a hard surface adequate to complete handwritten assignments. This configuration will facilitate a move toward a 21st Century use of technology, research and homework. During THC hours, qualified District staff will offer individual and small group tutorial assistance for K-12 homework completion. During library hours when the THC is not programmed for homework assistance or other District programs, it will be available for use by the general public, enhancing computer access for the community.

Students will be able to access homework assignments at the THC via Internet for assistance and completion. City shall annually subscribe to District-subscribed electronic databases and web sites for access from all THC workstations. City will supplement the annual operations and maintenance budget to ensure that equipment and software needs and upgrades are met, including resource database licenses.

Computer Classes: District staff will plan and implement computer classes for K-12 students. These classes will be offered in the THC.

Library Orientation Program: District will implement a library orientation program for all first grade classes within the District. District will provide transportation, instructional staff and parent volunteer supervision for the children. Library staff will provide library tours to first graders, introducing early learners to the resources available at the library. Each child will be encouraged to obtain a library card.

Enhancement Programs: The District will schedule and implement acceleration and/or enrichment classes, college entrance exam preparation classes and GED preparation and testing. These classes may be offered in the THC or the community room, as appropriate. County will provide college entrance exam preparation software for the desktop computer provided by District.

The District will conduct a variety of college-preparation programs and job/career fairs in the library's community room. District and County will coordinate materials, self-tutorials, and Programs for English Learners. District will implement and coordinate a "Reading Buddies Program" to increase student literacy, help develop a love of reading, and connect proficient student and community volunteer readers with beginning readers.

Library Materials Distribution: The County will add the District Administration Office as a daily distribution site for library materials requested by students or staff via phone or Internet. District will distribute requested materials daily to school libraries for delivery to the requesting party.

3.3 Library Hours of Service:

The Library hours of services will be:

Monday through Thursday	10:00 a.m. to 9:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday and Sunday	1:00 p.m. to 5:00 p.m.
Total weekly service hours	60 hours

The Technology and Homework Center hours of service to K-12 students will be:

Monday through Thursday	4:00 p.m. to 8:00 p.m.
Sunday	1:00 p.m. to 5:00 p.m.
Total weekly service hours	20 hours

3.4 Number and Classifications of Staff:

Temecula Public Library Staff:

<u>Classification</u>	<u>Annual Hours</u>	<u>FTE</u>
Children’s Librarian	100	.05
Research Librarian	100	.05
Library Technician/Assistant	312	.15
Volunteer Coordinator	<u>100</u>	<u>.05</u>
	924	.30

School District Staff:

<u>Classification</u>	<u>Annual Hours</u>	<u>FTE</u>
Library Media Teacher (Certificated)	200	.10
Library Media Technician (Classified)	320	.15
Library Media Clerk (Classified)	260	.125
Instructional Assistant II (Classified)	<u>260</u>	<u>.125</u>
	1,040	.50

3.5 Potential Use of Volunteers:

The District will implement and coordinate a student-to-student “Reading Buddies Program”. This program will pair students who will read together weekly at the library with the goal of increased student literacy and a developed love of reading. Older students will also have the opportunity to act as tutors for younger children during Technology and Homework Center hours as a means of fulfilling their community service requirement for graduation. The District will recruit, train and assign student volunteers. All student volunteers will be under the supervision of District instructional staff.

The City will provide a part time volunteer coordinator who will be responsible for recruiting, training, and assigning adult volunteers to aid in the library. Volunteers may select from a variety of service areas within the library. It is envisioned that volunteers will have the opportunity to enhance Technology and Homework Center programs by offering one-on-one homework assistance, youth literacy tutoring, research assistance, and computer use instruction. All volunteers providing services in the Technology and Homework Center will be under the supervision of District instructional staff.

3.6 Location of Proposed Joint Use Project:

The Temecula Public Library will be located at 30620 Pauba Road, Temecula, California between Margarita Road and Ynez Road. The Technology and Homework Center will have

assigned space within the library. Students may also use other computers and resources within the library. Meetings, training and other programs may take place in other library spaces, such as, the community room, study rooms, and children's area, as appropriate.

3.7 Ownership of Site, Facility, Furnishings, Equipment, and Library Materials:

The City shall own the library site, building, furnishings, equipment and library materials. District may also supply and maintain ownership of educational materials and equipment at the Technology and Homework Center. These materials will be housed at the library and available to instructional staff and students for homework assistance.

3.8 Sources of Revenue:

The City of Temecula will shall construct and furnish the Technology and Homework Center through the City's Development Impact Fees, Capital Projects Reserves, the State Library Grant, and donations. The City will also contribute \$250,000 toward the purchase of new collection for the Library. The City will supplement the County's annual operating budget to ensure adequate staffing levels, collections, equipment, furnishings and subscriptions to District-used electronic databases. The initial supplement is estimated to be between \$900,000 and \$1,000,000. Future years' estimates to be the same or more, as deemed appropriate at the City's sole discretion. City shall staff, supervise, and fund building and landscape maintenance for the facility.

The County shall, upon funding through the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, dedicate \$1,000,000 toward the purchase of new collection, which will be supplemented with existing County materials. The County shall provide adequate budget for the operations and maintenance of the Library, including staff and transportation costs for the inter-district distribution of library materials to the District.

District shall fund services to provide Technology and Homework Center instruction and supervision. District shall provide one desktop computer valued at \$2,500 to be dedicated to college/career preparation programs.

3.9 Responsibility for Facility Operation, Maintenance, and Management:

The County shall be responsible for the operation and management of the library, including the automated systems. The City shall be responsible for the maintenance of the facility, including the parking facility and landscaping.

3.10 Agreement Review and Modification Process:

The Cooperative Use Agreement may be reviewed and modified from time to time by the mutual consent of the parties due to the changing needs of the community and the student population. Minor changes in programs, dates, times, staffing levels, etc. may be made administratively. More substantive changes shall be in the form of amendments to this Agreement and approved by the governing bodies of the entities.

District shall review staffing needs on an annual basis and make adjustments as necessary to accomplish their goals.

City and County shall review the operating budget annually and make the necessary adjustments based on projected needs for the next fiscal year. County shall appropriate sufficient resources to maintain at least the level of service outlined in the initial Agreement. City shall appropriate and contribute additional funds to ensure the current level of service and any additional services that the City may require over time.

3.11 Field Act Applicability:

- a. This project will not be subject to the Field Act.
- b. The rationale used to reach a determination on Field Act applicability is based upon written communication from the State Department of General Services, Division of the State Architect, upon review of the joint use components of the project. That communication is attached hereto as Exhibit A and made a part thereof.

3.12 20-Year Joint Use Commitment:

The District, County and City each agree and commit to provide joint use library services consistent with the intent of this cooperative agreement. The term of this commitment shall be for 20 years from the completion of the facility.

3.13 Incorporation of Applicable Education Code Sections:

All parties acknowledge the provisions of Education Code section 19999, and Title 5 CCR section 20440(e)(3)(G), which are hereby incorporated by reference. All parties agree to be bound by the provisions of Education Code section 19999, and Title 5 CCR section 20440(e)(3)(G) as to the use of the library facility, which is the subject of this Agreement.

4. Applicability This Agreement will only take effect and be applicable if funding is received from The California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 200 to build the new Temecula Public Library.

5. Term of Agreement District, County and City are committed to providing cooperative joint use library services consistent with the intent of the Agreement for 20 years. Term shall begin with the first day of operations of the new Temecula Public Library.

6. Indemnification of the Parties

6.1 Indemnification of City

To the maximum extent permitted by law, neither City nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by County or District or both under or in connection with any responsibility, work, authority or jurisdiction delegated to County or District or both under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, County or District or both shall fully defend, indemnify, and save harmless City and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County or District or both under or in connection with any responsibility, work, authority or jurisdiction delegated to County or District under this Agreement.

6.2 Indemnification of District

To the maximum extent permitted by law, neither the District nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by County or City or both under or in connection with any responsibility, work, authority or jurisdiction delegated to County or City or both under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, County or City or both shall fully defend, indemnify, and save harmless District and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County or City or both under or in connection with any responsibility, work, authority or jurisdiction delegated to County or City under this Agreement.

6.3 Indemnification of County

To the maximum extent permitted by law, neither the County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by District or City or both under or in connection with any responsibility, work, authority or jurisdiction delegated to District or City or both under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, District or City or both shall fully defend, indemnify, and save harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by District or City or both under or in connection with any responsibility, work, authority or jurisdiction delegated to District or City under this Agreement."

7. Waiver Any party to this Agreement may specifically and expressly waive in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding breach of the same or any other provision. A waiving party may, at any time thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

8. Notices All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid. Notices shall be addressed as appears below for the respective party; provided that, if any Party gives notice of a change of name or address, notices shall be appropriately modified to reflect such changes. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

Notice to the District:

Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, CA 92592
Attn: Superintendent

Notice to the County:

County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Attn: County Librarian

Notice to the City:

City of Temecula
43200 Business Park Drive
P.O. Box 9033
Temecula, CA 92589-9033
Attn: City Manager

9. Compliance with Law All parties shall at all times in the maintenance, occupancy, and operation of the Library Facilities and in the operation of the library and school programs under the terms of this Agreement comply with all applicable laws, statutes, ordinances, and regulations of County, State and Federal Governments, at that party's sole cost and expense. In addition, all parties shall comply with any and all notices issued by the other parties under the authority of any such law, statute, ordinance, or regulation.

10. Captions The section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is unintentional and shall have no effect on the enforceability of this Agreement.

11. Disputes Any dispute involving this Agreement may be submitted in writing to the County's Librarian or his/her designee and to the District Superintendent and to the City Manager. The parties hereto, in good faith, shall attempt to resolve said dispute before relief may be sought by any party.

12. Amendment This Agreement may only be amended by the written consent of the parties hereto at the time of such amendment.

13. Entire Agreement This Agreement, including all attachments and exhibits hereto, supersedes any prior agreement and contains the entire agreement of the parties on the matters covered, except for the operating agreements between the County and the City for the operation of the Library Facilities. No other agreement, statement or promise made by any party or by any employee, officer or agent of each party hereto that is not in writing and signed by the parties hereto shall be binding.

14. Governing Law This Agreement has been executed in and shall be governed by the laws of the State of California.

15. Counterparts The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority The County, District and City represent that the individuals signing this Agreement have full right and authority to bind their respective parties to this Agreement.

17. Invalidity If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. Non-Assignability This Agreement, and the rights and obligations set forth herein, may not be assigned without the express prior written consent of the other party hereto. Any attempt of assignment, without such prior written consent, is void.

IN WITNESS HEREOF, the County and the District have executed this Agreement thereby indicating they have read and understood the same, and indicate their full and complete consent to its terms.

Approved as to form and content:

Temecula Valley Unified School District:

School District Legal Counsel

By: _____
Board President

Date _____

ATTEST:

County of Riverside:

Clerk of the Board
Nancy Romero

By _____
Deputy

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

WILLIAM C. KATZENSTEIN
County Counsel

By: _____
Deputy County Counsel

Attest:

City of Temecula

Susan W. Jones, CMC
City Clerk

Jeffrey E. Stone, Mayor

Approved As to Form:

Peter M. Thorson, City Attorney