

JOINT USE COOPERATIVE AGREEMENT

BETWEEN
 THE COUNTY OF LOS ANGELES
 AND
 THE ACTON-AGUA DULCE SCHOOL DISTRICT

THIS JOINT USE COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 16th day of December, 2003 by and among the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and the ACTON-AGUA DULCE SCHOOL DISTRICT, a public school district of the State of California ("District"), (collectively, the County and the District shall be referred to herein as the "Parties").

RECITALS

Whereas, the County is applying for grant funds (the "Grant"), as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Education Code, Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et seq. (collectively, the "Bond Act"), for the construction and acquisition of a new Acton-Agua Dulce Library ("Library"), County of Los Angeles, State of California, which property is more commonly known as 3635 Sierra Highway, Acton, California 93510 (1.5 acres located in the northwest corner of Assessor Parcel # 3217-021-0121) (the "Site"); and

Whereas, under the Bond Act, first priority will be given in the award of grant funds to joint use projects in which the public agency which operates the library and one or more school districts have entered into a cooperative agreement; and

Whereas, the Parties share a common vision in support of lifelong learning and preparing their mutual constituencies for the challenges of a changing society and their mutual goal is to develop public library services which will support the educational achievements of the elementary, junior high, and senior high school students who reside in the Acton-Agua Dulce library service area; and

Whereas, the Joint Venture Project, as that term is defined in the Bond Act, shall provide a Community Learning Center ("Center") with flexible space capacity to allow for a variety of simultaneous uses, including homework assistance and technological resources for students and families and support and supplementation of the local schools' curricula; and

Whereas, the Community Library Needs Assessment identified the need for services to children and young adults in the Acton and Agua Dulce communities; and

Whereas, the Community Library Needs Assessment identified specific features of the Acton and Agua Dulce communities that must be addressed when planning services, including:

- the community has limited access to high speed online resources after school hours for completing homework assignments; and
- the majority of students have no access to libraries after school hours and must travel long distances for homework research and reading materials; and

Whereas, the Community Learning Center will provide access to reading and study space; after school homework assistance and research support; and

Whereas, the Community Learning Center will provide high speed transmission access to technological resources for research and word processing to support students in their academic achievement; and

Whereas, the Community Learning Center will provide a venue for joint cultural and educational programming by the District and the Library which will enhance the District's curriculum; and

Whereas, this Agreement establishes this relationship between the Parties; and

Whereas, the County recognizes the commitments made by the District represent a new and unique partnership for the District and that they provide a significant contribution to the success of the Community Learning Center, and

Whereas, this Agreement is mutually beneficial to the County and to the District because it supports an important collaborative effort, which is in harmony with strategic directions for both the County and the District, and

Whereas, the Agreement defines the Community Learning Center and the joint participation and cooperation of the Parties in connection therewith; and

Whereas, the Parties acknowledge and agree that this Agreement shall be contingent upon, and effective only if, the County receives the grant funding from the State of California to fund the construction of the Library; and

Whereas, the Parties are authorized to enter into this Agreement by the Joint Exercise of Powers Act (Government Code sections 6500 et seq.).

NOW THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definition of the Roles and Responsibilities of Each Party

The roles and responsibilities of the Parties are as follows:

- a. The role of the County Library will be to serve as an adjunct to its school partner by supporting the District's commitment to provide "a safe and nurturing learning environment through which all students are challenged to achieve their individual maximum growth academically, socially, physically, and intellectually" as stated in the District's mission statement. The role of the District will be to partner with the County Library to expand its educational mission to K-12 students, parents, and the community by providing access to computers and core textbooks through an important community commons space with extended service hours and 24/7 access to electronic resources. By joining together, the Parties will better address two of the roles identified as important to the community in the needs assessment process: Lifelong Learning and Formal Learning Support.
- b. The County shall operate and manage the Community Learning Center, which shall be a part of the Library. The Library shall operate as a unit of the County of Los Angeles Public Library, and shall be subject to the County's operating policies and procedures for the Public Library. The County shall also fund, hire, train, and supervise the Community Learning Center staff.
- c. The County will provide two (2) computers with high speed access to the Internet, software, printers, and peripherals on the day the Community Learning Center begins operation. The County will maintain and replace the two (2) computers it provides for the Center, including software, printers, and peripheral equipment items, on a three (3) year rotating cycle.
- d. The District will provide six (6) computers with printers and peripherals on the day the Community Learning Center begins operation. The District will maintain and replace the six (6) computers that it provides for the Center, including software, printers, and peripheral equipment items, on a three (3) year rotating cycle.

- e. The District will provide a minimum of one copy of each core school textbook for use by students on the day the Community Learning Center begins operation. All textbooks will be available for use in the Center only and will not circulate. This collection shall be evaluated jointly, on an annual basis, by a designee of the District and by a designee of the County for currency and condition. The collection will be maintained and updated by the District as necessary to ensure an appropriate textbook collection.
- f. The District will identify high school students interested in pursuing a career in teaching to fulfill voluntary community service activities as Community Learning Center volunteers. These volunteers will be trained by library staff to provide assistance to those using the computer and homework centers or to conduct computer classes.

2. Description and Location of the Community Learning Center

- a. The Library shall provide a dedicated space of approximately seven hundred forty-eight (748) square feet to be used as the Community Learning Center. The Center shall provide a computer center and a homework center as part of the service plan. These components of the Community Learning Center will address the Community Library Needs Assessment findings that the children of the area have specific after school needs for homework assistance, a place to study, and technological resources.
- b. Expert staff and trained volunteers will provide formal support to assist students in completing homework assignments, studying for tests, accessing resources, and participating in computer-based learning activities, which will provide opportunities to strengthen reading, writing, science, language, and math skills.
- c. The Community Learning Center will include computer workstations, with learning resources available for on-line use by elementary, junior and senior high school students, such as *tutor.com*, an on-line interactive tutorial service. The District will identify high school students seeking community service experience as volunteers to assist with computer classes and provide one-on-one training for users of the Community Learning Center.
- d. Coordination and supervision will be provided by the Library's Children's/Reference Librarian (Librarian I), with oversight by the Community Library Manager (Librarian III). Staff for the homework center will include two (2) part-time Library Pages and volunteers to assist with homework assignments, to monitor the Homework Center, and to facilitate use of the workstations. Pages and volunteers will be specially selected based on a demonstrated interest in working with

children or pursuing careers in education. The training of the Center staff and student volunteers will be provided by the Children's/Reference Librarian (Librarian I).

- e. In support of lifelong learning, the computer center will target programs for the community at large. General interest programs will include such topics as basic research skills, job searching, career guidance, and college application. In addition, the computer center offers an ideal facility for future provision of on-line distance learning opportunities, for example, in cooperation with Antelope Valley College and College of the Canyons. Both Parties commit to exploring this option within the first year of the Agreement.
- f. The County Library staff and District staff will promote programs and activities to encourage parents to visit the Library with their children and to use the Community Learning Center and the Library's other resources. The District may provide transportation for joint programs with the Library.
- g. The Parties will commit to arranging for each second grader in the library service area to visit the library at least once each year in groups no larger than 20, so that each second grade student can obtain a library card. This commitment will ensure that children and their parents are aware of the public library and its importance as a resource during their primary and secondary years.
- h. The Library will serve as a community venue to promote and advertise school achievements through jointly sponsored events, publicity, and other activities. The Library will publicize programs and other school activities. The District will publicize and promote Library programs, such as Summer Reading, Children's Book Week, and National Library Week.
- i. The Community Learning Center shall provide a place for independent study, as well as assistance for students to study and to work on homework assignments during scheduled Center hours. When the Center is not being used for homework assistance, it may be used for independent general library use or computer training.
- j. The Community Learning Center will provide eight (8) computer workstations, configured for two (2) persons each. Computer workstations will each be equipped with a computer, printer, peripherals, homework assistance software, and links to related Internet sites. The Community Learning Center will provide two (2) tables, with seating for four (4) persons each, in the area adjacent to the workstations. Community Learning Center computers will have high speed access to the Internet.

- k. A collection of homework-related materials will be located in the Center to support the District's curricula. Temporary reserve materials from the Library's general collection and a minimum of one copy of each core school textbook identified and supplied by the District will be located in the Center for in-house use by students.
- l. Computer use in the Community Learning Center will be subject to the County's public Internet use policies and procedures, in effect on the date the Library opens to the public. A copy of the County's public Internet use policies and procedures shall be available at the Center.
- m. Library staff and District teachers agree to collaborate on the following: regular homework advisory bulletins; joint programs, such as Library summer reading activities; an advisory committee for homework assistance collection development; and Library support of the Accelerated Reader program at the schools.

3. Library Hours of Service for the Public and Students

The Library shall be open to the public during the following days and hours:

Monday – Tuesday	11:00 a.m. to 7:00 p.m.
Wednesday – Thursday	11:00 a.m. to 6:00 p.m.
Friday – Saturday	11:00 a.m. to 5:00 p.m.

The Community Learning Center will be staffed Monday through Friday after school, and on Saturday. The operating hours for the Center are as follows:

Monday – Tuesday	3:00 p.m. to 7:00 p.m.
Wednesday – Thursday	3:00 p.m. to 6:00 p.m.
Friday	3:00 p.m. to 5:00 p.m.
Saturday	1:00 p.m. to 5:00 p.m.

The Center will be available for general use during all other Library open hours

4. Number and Classification of Staff Members; Use of Volunteers

The daily operation of the Community Learning Center will be managed by the Children's/Reference Librarian (Librarian I), under the direction of the Community Library Manager (Librarian III). In addition, there shall be two (2) part-time Community Learning Center staff at the level of the County's classification of Library Page at twenty (20) hours per week each, funded by the County, and working under the supervision of the Children's/Reference Librarian (Librarian I). The Community Library Manager or the Children's/Reference Librarian will train each Homework Helper in

Homework Center policies and procedures using a training module developed by Penny Markey, the County Library's Youth Services Coordinator, and currently in use in County's thirty-one (31) Homework Centers. This training module, ten hours in length, includes sections on customer service; communication with children, teachers, and parents; homework assistance protocols, search techniques, and basic computer troubleshooting.

In addition, the District will identify high school students for volunteer or paid opportunities at the Center. These trained volunteers will assist the paid Center staff with computer and homework-related activities. The Community Library Manager or the Children's/Reference Librarian will train all student volunteers in Homework Center policies and procedures, using the ten hour training module developed by Penny Markey, County Library Youth Services Coordinator, and currently in use in County's thirty-one (31) Homework Centers. Center volunteers shall be treated as County volunteers, be subject to County volunteer policies and procedures, and be covered under the County's volunteer insurance.

5. Ownership of the Site, Facility, Furnishings, Equipment, and Library Materials

The underlying fee title to the land, building and improvements, along with any personal property, furnishings, or equipment comprising the Library, except materials and equipment paid for by the District, shall be owned by the County. Library materials will be owned by the County, with the exception of Community Learning Center materials provided by the District, which shall remain the property of the District. Any furnishings, equipment, and materials in the Center provided and paid for by the County shall remain the property of the County.

6. Sources and Uses of Funding

The Community Library Manager (Librarian III), the Children's/Reference Librarian (Librarian I), and the two (2) paid part-time Library Pages, as referenced in Section 4 for the Community Learning Center will be employees of the County. Funding for the salaries, employee benefits, workers' compensation, and other payroll costs for the Librarian III, Librarian I, and two (2) Library Pages will be provided by the County.

The Community Learning Center will initially be furnished with eight (8) computers with printers and peripherals. The District is responsible for providing the funding for the initial installation and replacement of six (6) computers, printers, peripherals, and related software. The County is responsible for providing the funding for the initial installation and replacement of two (2) computers, printers, peripherals, and related software. The Parties agree to jointly develop a computer replacement policy, so that

all hardware will be replaced on a three (3) year rotating cycle. The Parties agree that all computers, printers, peripheral equipment items, and software provided under this paragraph shall meet and remain consistent with County hardware and software specifications at the time of installation or replacement of the computers, and shall be maintained and replaced as required at the reasonable discretion of the County.

The County is responsible for the ongoing maintenance of two (2) computers, software, printers and peripheral equipment items in the Community Learning Center and for providing access to the Internet. The District shall maintain six (6) computers, software, printers and peripheral equipment items, and textbooks provided by the District for the Community Learning Center.

7. Responsibility for Facility Operation, Maintenance, and Management

The Library shall be operated and managed solely by the County. Maintenance of the Library shall be the sole responsibility of the County. The County is responsible for the ongoing maintenance of two (2) computers, software, printers and peripheral equipment items in the Community Learning Center and for providing access to the Internet. The District shall maintain six (6) computers, software, printers and peripheral equipment items, and textbooks provided by the District for the Community Learning Center.

8. Indemnity

No Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under or in connection with any work, authority, or jurisdiction delegated to the Parties under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of its own officers, agents, contractors, or employees under or in connection with any work, authority or jurisdiction delegated to each Party under this Agreement. This indemnity shall survive termination of this Agreement.

In contemplation of the provisions of Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement, as defined in Government Code section 895, the Parties hereto, pursuant to the authorization contained in Government Code section 895.4 and section 895.6 will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the

performance of this Agreement to the same extent that such liability would be imposed in the absence of section 895.2 of such code. To achieve this purpose, each Party agrees to indemnify and hold harmless the other Party for any cost or expense that may be imposed upon such other Party solely by virtue of said section 895.2. The provisions of Civil Code section 2778 are made a part hereof as if incorporated herein.

9. Insurance

a. **General Insurance Requirements:** Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain, and shall require their sub-contractors to maintain, the following insurance programs. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other, and shall be provided and maintained at the Party's own expense.

i. **Evidence of Insurance:** Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party, prior to commencing services under this Agreement. Such evidence shall identify this Agreement and the required coverages, and provide that the other Party receives written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.

ii. **Insurer Financial Ratings and Self-Insurance:** If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

iii. **Notification of Incidents, Claims or Suits:** The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against one or both Parties, and, of any actual third Party claim or lawsuit arising from or related to services under this Agreement.

b. **Insurance Coverage Requirements:**

Each Party shall maintain the following programs of insurance coverage.

- i. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- iii. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

10. Non-Discrimination

The Parties agree that in providing Community Learning Center services, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

11. Review and Modification Process

The terms and conditions described in this Agreement shall be reviewed jointly by the Parties quarterly during the first year and thereafter annually during the term of the Agreement to ensure that the services of the Community Learning Center continue to meet the needs of the students and the public. Each Party shall designate a representative as the contact liaison in connection with any and all issues pertaining to this Agreement. The District Superintendent and the County Librarian shall each designate in writing to the other Party the identity of each liaison within ten (10) business days of the award of the Grant. The terms and conditions of the Agreement

may be revised or amended in writing as necessary, as determined by the annual joint meetings, and as mutually agreed by the County Librarian and District representative, provided that any such amendment is consistent with the original intent of the Agreement and the requirements of the Bond Act. In addition to these regularly scheduled meetings, either Party may call a special meeting at any time to deal with an emergency situation or to consider an unexpected opportunity beneficial to the Center.

12. Field Act Applicability

It is agreed that the Library shall not be located on school property, and that at no time will the Community Learning Center or any other part of the Library be used for required educational purposes for more than twenty-four (24) pupils enrolled in kindergarten or any of the grades 1 through 12 at any one time in the building. Based on this understanding, the Field Act will not apply to the construction of the Library.

13. Commitment to Providing Joint Use Library Services

The Parties hereby expressly agree to cooperate with one another to provide the joint use Community Learning Center service described in this Agreement for a term of twenty (20) years, or such other alternative joint use library services as may be mutually agreed by the Parties, which shall be consistent with the eligible joint use services provided for in Section 20434(a)(1)(B) of the Bond Act, beginning on the date the Library opens to the public and ending twenty (20) years thereafter.

14. Inclusion of Education Code

The Parties acknowledge that this Agreement incorporates Education Code section 19999 and section 20440(e)(3)(G) of the Bond Act, which requires the provision of public library direct services for forty (40) years at the Library, beginning on the date the Library opens to the public and ending forty (40) years thereafter.

15. The Parties agree that this Agreement shall be operative only if the County receives the proposed grant funding from the state and constructs the proposed library.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

"County"

COUNTY OF LOS ANGELES,
a body corporate and politic

By: *Don Knabe*



Name: Don Knabe

Its: Chairman of the Board of
Supervisors

ATTEST:

Violet Varona-Lukens
Violet Varona-Lukens
Executive Officer – Clerk of the Board of Supervisors

By *R. J. Castañeda* Deputy

APPROVED AS TO FORM
LLOYD W. PELLMAN, County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By: *Helen S. Parker*
Helen Parker
Deputy

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DEC 16 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

"District"

ACTON-AGUA DULCE SCHOOL
DISTRICT,
a public school district of the State of
California

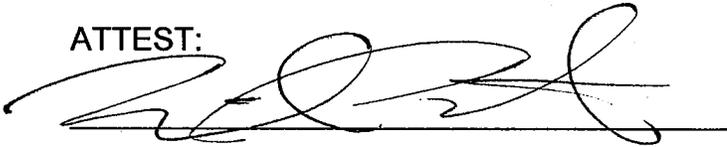
By:

A handwritten signature in black ink, appearing to read "S. Harbeson", is written over a horizontal line.

Name: Steve Harbeson

Its: President, Board of Education

ATTEST:

A large, stylized handwritten signature in black ink is written over a horizontal line.

Clerk of the Board of Education