

# AGREEMENT GOVERNING THE OPERATIONS AND MAINTENANCE OF THE JOINT SCHOOL/PUBLIC LIBRARY IN PARKFIELD, CALIFORNIA

This Agreement Governing the Operations and Maintenance of the Joint School/Public Library in Parkfield, California ("Agreement") by and between the County of Monterey, a political subdivision of the State of California, acting through Monterey County Free Libraries and Shandon Unified School District, a public school district of the State of California, collectively the "parties," is effective as of the last date opposite the signatures below.

## RECITALS

- 1) The parties seek to cooperate to provide local residents of the Parkfield area of Monterey County with free access to information and library materials in order to further their educational, business and recreational goals.
- 2) A joint use community library (the "Facility") to serve the pupils of the Parkfield Elementary School and the public has been built on the site of the Parkfield Elementary School, with funding from the Shandon Unified School District (School District) and the Parkfield Community Club, Inc.
- 3) Monterey County, acting through Monterey County Free Libraries (MCFL), is willing to staff, stock and operate the Facility on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the parties hereby mutually agree as follows:

### 1. School District's Rights and Responsibilities

- 1.1 The School District, as the sole owner of the Facility, will permit MCFL to operate a joint school/public library in the Facility noted in Recital 2 (and described more fully in the separate Lease agreement executed by the parties on this date), without rent or other charges or fees, during the hours to be determined by MCFL in its sole discretion.
- 1.2 The School District collaborated with MCFL in planning the library Facility.
- 1.3 The School District constructed the Facility to comply with all applicable Building Codes and Disability Access laws, including in the restroom. The building includes electrical and data infrastructure including data cabling to the network closet, and electrical conduits and outlets at a level agreed upon with MCFL.

- 1.4 The School District constructed the Facility to provide a separate entrance to the library for the public so they may enter the facility without violating any School District rules about public campus access, and do not interfere with either the public's or the school community's ability to use the Facility.
- 1.5 The School District may house and make available to all Library users School District purchased curriculum materials in the Facility, in an area or areas not to exceed ten percent (10%) of the collection area in size.
- 1.6 The Facility will be open to the School District and to the public during all regularly scheduled hours as determined by MCFL.
- 1.7 The School District may, if it chooses, pay MCFL to provide additional hours of operation over normally scheduled hours provided for specific use by the School District. Prior agreement to add hours and the cost of additional staff must be reached between the School District's superintendent or his/her designee and the Library Director or his/her designee.
- 1.8 The School District will provide the following services to support operation of the Facility:
  - 1.6.1 maintenance of the Facility, maintenance of the grounds surrounding the Facility and janitorial services; and
  - 1.6.2 utilities available on the school grounds; specifically, water, electricity, septic tank, and garbage disposal. Basic telephone services and internet/data charges, such as monthly voice line service and long distance charges, Internet charges shall be MCFL's responsibility.
- 1.7 Pursuant to California Education Code 10910, the School District will allow MCFL to use additional school facilities for community programs and activities conducted by MCFL if such programs or activities require more space than is available in the Facility. Prior agreement for such use must be reached between the School District's superintendent or his/her designee and the Library Director or his/her designee.

## 2. **County Rights and Responsibilities**

### 2.1 **Library Materials**

- 2.1.1 MCFL shall provide the initial collection for the library services to be provided at the Facility, consisting of a variety of library materials such as

are regularly found in collections of other MCFL branches. Such initial collection shall include, but not be limited to, adult, teen, and children's hardback and paperback books in English and Spanish, magazines, newspapers, DVDs, and similar materials.

- 2.1.2 MCFL shall provide library materials for the library services to be provided at the Facility at a proportionate level as provided to other MCFL branches serving communities of similar size.
- 2.1.3 MCFL shall consider reasonable requests from the School District's faculty and staff to purchase the types of educational materials needed to support the School District's educational goals, except that MCFL shall not be required to purchase curriculum specific materials unless such materials are ordinarily provided to support students at other MCFL branches.
- 2.1.4 MCFL shall provide access to a computerized library catalog and circulation system through which students and all other library users may access MCFL's collection of publicly available materials.
- 2.1.5 All books, materials, computers and equipment provided by MCFL to provide library services at the Facility shall remain the sole property of MCFL. In the event that this Agreement is terminated, all books, materials, computers, and equipment utilized at the Facility shall be returned to MCFL, excepting any books, materials, and equipment provided by the School District.
- 2.1.6 MCFL shall be responsible for basic telephone service charges, such as monthly voice line service and long distance charges, and Internet and Wi-Fi charges.

## 2.2 Library Services

- 2.2.1 MCFL shall retain the sole discretion to set library service hours at the Facility. Service hours will be based on the library budget and resources available, with the goal of providing service at the same level as other MCFL branches serving communities of a similar size.
- 2.2.2 MCFL shall provide access to a similar level of services, including library materials, programs, and internet and Wi-Fi access to the School District students and the public, within the capabilities of the Facility infrastructure and within library service hours.

2.2.3 MCFL shall work with the staff of the Parkfield Elementary School to coordinate library services to students and to meet student needs with the resources available.

2.3 Library Staffing and Training

2.3.1 MCFL shall provide basic library staffing consistent with that of other MCFL branches serving communities of similar size.

2.3.2 MCFL shall provide staff training and administrative support at the same level as is provided for MCFL branches serving communities of similar size.

2.3.3 MCFL shall retain the sole responsibility to hire, assign, classify, promote, supervise, discipline and terminate MCFL staff. It shall pay all salaries and benefits for MCFL employees providing library services at the Facility. The School District shall in no way be considered an employer or supervisor of such persons.

2.4 **Library policies.** All of MCFL's policies and regulations shall apply to this Facility. Such policies and regulations include, but are not limited to, providing open access to its entire collection of library materials regardless of the age of the users and the charging of overdue fines and other fees as set forth in the MCFL's fee schedule. Policies may be viewed at <http://eMCFL.org/Policies.html>

3. Mutual Indemnification

3.1 The School District agrees to indemnify and hold harmless the County and MCFL from and against any and all claims and demands whether for injury to persons or loss of life, or damage to property, occurring within and on the immediate premises of the Facility or which arise from the provision of library services at the Facility, when such claims and demands arise out of any acts or omissions by the School District, or its employees, agents or authorized representatives.

3.2 The County and MCFL agree to indemnify and hold harmless the School District from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within or on the immediate premises of the Facility or which arise from the provision of library services at the Facility, when such claims and

demands arise out of any acts or omissions of the County, MCFL, or their employees, agents or authorized representatives.

4. Miscellaneous

- 4.1 The Facility is ready for occupancy as of July 1, 2019. Library services to the School District and to the public will begin approximately July 1, 2019 and shall be provided for a term of twenty-five (25) years, through June 30, 2044.
- 4.2 The parties hereby approve the MCFL Collection Development Policy and the Statements of the American Library Association relating to the Library Bill of Rights, the Freedom to Read, and the Freedom to View, which policy and statements are attached hereto as Exhibit A.
- 4.3 Either the School District or MCFL may terminate this Agreement by giving six (6) months advance notice to the other party. Such notice must be sent,

If to the County, to

Monterey County Free Libraries  
Attn: Library Director  
188 Seaside Circle  
Marina, CA 93933

if to the Shandon Unified School District, to

Shandon Unified School District  
Attn: Superintendent  
P.O. Box 79  
Shandon, CA 93461-0079

Monterey County

\_\_\_\_\_

(Signature)

(Title)

Date: \_\_\_\_\_

Approved by Monterey County Counsel

as to form:

\_\_\_\_\_  
(Signature)

(Title)

Date: \_\_\_\_\_

Shandon Unified School District

*W. A. Bingen* Superintendent  
(Signature) (Title)

Date: *17 July 2019*