

AMENDMENT #1 TO FACILITY USE AGREEMENT BY AND BETWEEN THE SPRECKELS UNION SCHOOL DISTRICT AND THE COUNTY OF MONTEREY

THIS AMENDMENT is made to the Facility Use Agreement dated March 15, 1994 (Agreement) by and between **Spreckels Union School District**, a public school district (hereafter, “District”) and the **County of Monterey**, a political subdivision of the State of California (hereafter, “County”).

WHEREAS, County and District wish to amend the Agreement to add the occasional use of the Buena Vista Library parking lot and lawn for programming events.

NOW THEREFORE, the County and District hereby agree to amend the Agreement in the following manner:

1. Section 4.3 is amended to read as indicated below.

4.3 Termination. Either party to this Agreement may terminate the Agreement upon providing six (6) months advance written notice to the other party at the following address:

To the County:

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

To the School District:

Spreckels Union School District
Attention: Superintendent
PO BOX 7362
Spreckels, CA 93962

Either party may change the address to which notice shall be sent by giving written notice to the other party.

2. Section 5. shall be added to read as follows:

5. County Use of Parking Lot and Front Lawn. The Monterey County Free Libraries (MCFL) shall have occupational use of a portion of the Buena Vista Library parking lot and front lawn for occasional MCFL outdoor program events as shown in Exhibit “A” which is attached and incorporated by this reference.”

3. Exhibit “A” - Diagram showing the portion of the parking lot and front lawn of the Buena Vista Library which shall be available for occasional MCFL outdoor program events shall be added to the Agreement.

4. A copy of this AMENDMENT #1 shall be attached to the original FACILITY USE AGREEMENT dated April 12, 1994.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 on the last date opposite the signatures below.

County of Monterey

Debra R. Wilson

7B741937AA0D41E

Debra R. Wilson
Contracts and Purchasing Officer

Date: 11/23/2022 | 6:35 PM PST

Spreckels Union School District

Eric Tarallo

Eric Tarallo, Ed.D
Superintendent

Date: 11/3/2022

Approved as to form:

Mary Grace Perry

A1933B20E717442...

Mary Grace Perry
Deputy County Counsel

Date: 11/23/2022 | 4:32 PM PST

Approved as to form:

Michael B. Scott

Michael B. Scott
Spreckels Union School District Clerk

Date: 11/03/2022

AGREEMENT NO. A-06511
AGREEMENT

THIS AGREEMENT dated this 15th day of March, 1994, by and between the County of Monterey (the "County"), a political subdivision of the State of California, on behalf of the Monterey County Free Library District (the "Library"), and Spreckels Union School District of Monterey County (the "School District"), a public school district.

R E C I T A L S :

1. The Monterey County Free Library District and the Spreckels Union School District of Monterey County are interested in cooperating to provide local citizens in the Spreckels area with free access to information and library materials in order to further their educational goals.

2. The School District is willing to provide a facility for use as a school and public library, and the Library is willing to stock and operate the public library on the terms and conditions hereinafter set forth.

3. The School District has placed on the April 12, 1994, election ballot a school measure to authorize the School District to incur a bonded indebtedness in the principal amount not to exceed \$4,160,000 for the purpose of financing the acquisition and improvement of real property, including the building of a middle school in the Las Palmas Ranch development; the acquisition and improvement of the Las Palmas Ranch school site; and the remodeling, renovation, and modernization of the existing Spreckels School.

4. The County, the Library, and the School District each find that this agreement is in the best public interests.

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

1. School District Responsibilities. The School District shall have the following responsibilities:

1.1. The School District shall construct and maintain at the Las Palmas Ranch school site a facility of approximately 3,800 square feet suitable for use as a public community library (the "Facility"). The School District shall consult with the Library concerning design of the facility and shall reasonably accommodate the recommendations of the Library concerning such design.

1.2. The School District shall permit the Library to operate a public community library in the Facility without rent or other charges or fees.

1.3. The School District may house and make available school-purchased curriculum materials in the Facility, not to exceed ten percent (10%) of the collection area.

1.4. The School District shall staff the Facility for any additional library hours deemed necessary or appropriate for school purposes.

1.5. The School District shall, at its own cost, maintain and provide janitorial services for the Facility during the term of this Agreement. In addition, the School District shall provide all utilities, including but not limited to water, electricity, sewage, and garbage collection.

1.6. Pursuant to the Civic Center Act, Education Code sections 40040, et seq., the School District shall allow the Library to use other school facilities for community programs and activities if such programs and activities require more space than is available in the Facility.

2. Library Responsibilities. The Library shall have the following responsibilities:

2.1. Library Materials.

2.1.1. The Library shall provide the initial collection of all types of library materials that are ordinarily found in other public libraries operated by the Library in community libraries of the same size. Such collection shall include, but not be limited to, adult and juvenile hardback and paperback books in English and/or Spanish, magazines, newspapers, video cassettes, and reference materials.

2.1.2. The Library shall provide new materials for the Facility at the same level as provided to other public libraries operated by the Library in community libraries of the same size.

2.1.3. The Library shall arrange its materials in the same or comparable manner as similar materials are arranged in other public libraries operated by the Library in community libraries of the same size.

2.1.4. The Library shall provide an automated library catalog and circulation system, including hardware and software which is networked with the Library system.

2.1.5. The Library shall consider reasonable requests of School District faculty and staff to purchase and provide the types of educational materials needed to support the School District's educational goals, except that the Library shall not be required to purchase curriculum specific materials unless such materials are ordinarily provided to support students in other public libraries operated by the Library in community libraries of the same size.

2.2. Library Services.

2.2.1. The Library shall provide at least the same level of services and number of hours at the Facility as provided at other public libraries operated by the Library in community libraries of the same size and usage levels. The Facility will be closed to the general public on all County holidays.

2.2.2. The Library shall provide extended reference assistance to the public and to school students by utilizing the resources of the entire Library collection and the Monterey Bay Area Cooperative Library System (MOBAC).

2.2.3. The Library shall provide library materials for the public and school students through inter-library loans from its other branches and other libraries with which it has loan agreements.

2.3. Library Staffing and Training.

2.3.1. The Library shall retain the sole responsibility to hire, assign, classify, promote, supervise, discipline, and terminate staff members employed by the Library.

2.3.2. The Library shall provide at least one trained paraprofessional to staff the Facility during hours the Facility is open to the general public.

2.3.3. The Library shall provide training, reference materials, collection development, delivery, and administrative support at the same level as provided at other public libraries operated by the Library in community libraries of the same size and usage levels.

2.3.4. The Library shall provide training for School District staff in the operation of the Library's computerized catalog and circulation system.

2.4. Library Policies.

2.4.1. All of the Library's policies and

regulations shall apply at the 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 user and the charging of overdue fines and other fees as set forth in the Library's fee schedule.

2.4.2. The Library shall be responsible for determination of the appropriateness of the Library's materials available at the Facility.

2.4.3. The County, Library, and School District hereby approve the Monterey County Fee Libraries Selection 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 Statements are attached hereto.

3. Joint Responsibilities. The School District and the Library shall have the following joint responsibilities:

3.1. The School District and the Library shall cooperate to furnish and equip the Facility in a manner suitable for use as a school and public community library.

4. Miscellaneous.

4.1. This Agreement shall be effective if and only if the School District's general obligation bond election scheduled for the April 12, 1994 special election is approved by the vote required by law.

4.2. Upon becoming effective, this Agreement shall be operative for a period of five (5) calendar years unless sooner terminated by the parties. Thereafter, the term of the Agreement shall automatically be extended for successive terms of one (1) calendar year.

4.3. Either party to this Agreement may terminate the Agreement upon giving not less than six (6) months' advance written notice to the other party at the following address:

To the County and Library:

Monterey County Librarian
26 Central Avenue
Salinas, California 93901

To the School District:

Superintendent
Spreckels Union School District
Post Office Box 7308
Spreckels, California 93962

Either party may change the address to which notice shall be sent by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the year and date first above-written.

COUNTY OF MONTEREY

SPRECKELS UNION SCHOOL DISTRICT

By *[Signature]*

By *[Signature]*

Title BARRARA SHAW
~~Chairwoman~~ Board of Supervisors

Title Superintendent

APPROVED AS TO FORM:

DOUGLAS C. HOLLAND, County Counsel

By *[Signature]*
LEROY W. BLANKENSHIP
Senior Deputy County Counsel

LS 9441 COUNTY OF MONTEREY, CALIFORNIA

BUENA VISTA LIBRARY SPRECKELS MIDDLE SCHOOL / COMMUNITY LIBRARY

FURNITURE PLAN
JANUARY 14, 1997

KEEBLE RHODA TODD
ARCHITECTS
135 WEBSTER STREET • MONTEREY, CA 93940

