

## **Joint Use Cooperative Agreement Among Solano County, Fairfield-Suisun Unified School District and the City of Fairfield**

This Joint Use Cooperative Agreement is entered into on the 21<sup>st</sup> of May of 2002 by and among Solano County, on behalf of the Solano County Library (Library), the Fairfield-Suisun Unified School District (District) and the City of Fairfield (City). The purpose of this Agreement is to provide for certain joint venture projects as specified in Education Code Sections 19994(a) and Title 5 Library Bond Act Regulations 20440(e)(3)(g).

**Whereas**, the Library, the District and the City have demonstrated a sustained collaborative working relationship; and

**Whereas**, the joint activities as described in this Agreement are in addition to a long standing relationship in arranging class visits to the Library and school age children's participation in various Library reading programs (e.g. the Summer Reading Program); and

**Whereas**, before a child enters kindergarten, toddler and preschool story time at the Library each week encourages early language and literacy development, thereby contributing to the child's future success in school; and

**Whereas**, the District supports the Library's goal of informational literacy for all students; and

**Whereas**, the Library supports the District's strategic goals that all students will read at grade level and achieve grade level in math as measured by SAT-9, and that all students will be designated as proficient writers as measured by SAT-9 and District writing assessment; and

**Whereas**, the Library supports the District's strategic goal that fifty percent of District seniors will have completed the a-g sequence necessary for UC/CSU entry and that sixty percent of all high school students will be enrolled in, or have completed three classes in a designated certificate program; and

**Whereas**, extensive consultation with the community and the City and evaluation of services during the creation of the Library Facilities Master Plan along with an in-depth Needs Assessment for the Library Bond Application clearly identified a need for technology training and career placement support.

**Now therefore**, the Solano County Library, the Fairfield-Suisun Unified School District, and the City of Fairfield find that it is mutually beneficial to continue and expand upon the collaborative partnership in a way that will reinforce and strengthen the learning process of K-12 students. The parties agree as follows:

The Library, the District, and the City agree to engage in joint venture projects in at least two service areas, **Study Skills Center** and **Career Center**. This agreement is contingent upon the City receiving grant funding from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, which will result in a newly constructed Fairfield Cordelia Library (the "Fairfield Cordelia Library") with the necessary space and equipment to conduct these activities.

Joint long-range future Library/District projects are planned to include:

**Study Skills Center.** The Library spent a year developing a 20-year Facilities Master Plan with extensive community input. The community asked the Library to include technology training facilities and meeting room areas for students and their families in the proposed Fairfield Cordelia Library. As a result, the Fairfield Cordelia Library is incorporating computer centers, meeting rooms and group study areas into the new facility.

The District will hold three Study Skills Center classes a year (13.5 hours of instruction per class) using the computer center in the Fairfield Cordelia Library. The Library shall install educational computer software, provided by District, on all 20 computers in the center. The District will provide one credentialed teacher and materials for the Study Skills classes. The District will use funding from intervention and adult education funds to pay for the study skills course for the high school students. The Library shall assure that all computer equipment is maintained and technologically upgraded to facilitate use of the Internet. The Library shall also provide one staff person to assist with visitor usage of computer equipment.

The computer center will be closed to the public during Study Skills classes not to exceed 5 hours per week.

### **Career Center**

The Library will dedicate an area specific for Career and College placement materials for High School students and their families.

The District will provide the materials for the dedicated area and the Library will supplement the collection. The District will provide software for the computers in the Library that will give students access to career and college placement information. Students and their parents will be able to access this computer software during the Library's normal operating hours subject to availability. The District will also conduct two student/parent outreach meetings in the Fall each year using the meeting rooms in the Fairfield Cordelia Library. The District will provide counselors to conduct the career/college-oriented meetings. The District will use monies from its General fund for the Career Center program. The Library will hold follow-up meetings on financial aid information for colleges using

the meeting room in the Fairfield Cordelia Library. The Meeting room will be designed to hold up to 80 persons.

### **Future Project**

Other joint long-range future Library/District projects could include collaboration with the Solano County Office of Education. In addition to this Agreement, the Solano County Office of Education (SCOE) will be locating some operations on the second floor of the Fairfield Cordelia Library. In the future, it may be possible for the District to operate and send students to Regional Occupational Program (R.O.P.) courses using the computer and meeting room areas of the Library. The R.O.P. units would be tied to the Angelo Rodriguez High School. This High School is located within the Fairfield Cordelia Library service area. The District, the Solano County Office of Education and the Library would all participate in providing the materials for the future program/course.

### **Funding for Collaborative Projects**

Funding for the Fairfield Cordelia Library's computer center, the initial furniture and equipment, and areas for the activities described in this Agreement may be offset by revenues from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000. Ongoing operations of the Fairfield Cordelia Library and the computer center will be funded by Library dedicated property and sales tax revenues. The District will use funds from its General Fund, and monies from intervention and adult education funds to pay for its share of the Study Skills and Career Centers as described above.

### **Supervision of Staff**

Supervision and funding of all teachers, counselors, and teacher aides will be the responsibility of the District. Program Administrators for the Study Skills Center, Career Placement Center, and Career Outreach Meetings will be the responsibility of the District. Financial workshops will be the responsibility of the Library. Supervision of computer center and Library staff (including technical support) will be the responsibility of the Library.

### **Hours of Service**

Library hours of service for students and the public are from 10:00 A.M. to 9:00 P.M. Monday and Thursdays, from 1:00 P.M. to 9:00 P.M. Tuesdays and Wednesdays, and from 10:00 AM to 5:00 PM on Fridays and Saturdays. The library will be opened 52 hours each week.

## **Library Location**

The proposed joint use projects will be located at the newly constructed Fairfield Cordelia Library on Business Center Drive. The site is located adjacent to Nelda Mundy Elementary School. There are a total of one high school, one middle school, three elementary schools and one planned elementary school within the branch's service area.

## **Ownership of Library Building and Responsibility for Operations**

The City will be the owner of the Fairfield Cordelia Library building. The City also will own all furnishings and equipment not owned by the Library. The City will not own the furnishings and equipment owned by the tenant on the second floor of the building. The Library will own the entire book and materials collection and all computer equipment in the Library portion of the building.

The Library will be responsible for facility operation and management for the Fairfield Cordelia Library. The City will provide building and City-owned equipment maintenance. The Library will be responsible for maintenance of all computers, telephones, TV/Video, and/or any future electronic equipment, installed or placed in the Library and purchased during the term of this Agreement, within the Library portion of the building.

## **Review of Agreement**

During the first year of this Agreement, an equal number of representatives from the Library, the District and the City will meet quarterly to review, evaluate and modify the conditions of this Agreement. During the second year, an equal number of representatives will meet biannually (twice a year), and in the third year and beyond, representatives will meet biennially (every two years) to review and modify this Agreement. At any time, review and modification meetings may be called as needed by any of the parties to this Agreement with a 30-day written notice.

## **Field Act**

The Fairfield Cordelia Library project is not subject to the Field Act requirements for review of plans and specifications by the Division of the State Architect for structural safety, disabled access and fire/life safety. The rationale for this determination is that the Library computer center will be constructed to accommodate less than 24 students in grades K-12 at any one time.

## **20-Year Agreement**

The term of this Agreement for joint use library services shall be for a period of 20 years following completion of the project. The project shall be deemed

completed when the City Council of the City determines that the construction of the Fairfield Cordelia Library is substantially complete and the building is ready for occupancy. Should the County cease to provide public library services during this period, the County will designate a successor in interest to the Agreement prior to the cessation of services.

#### **40-Year Public Library**

The first floor of the building (except common area/entrance area) shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the City of Fairfield may have with other jurisdictions or parties. The Library and the tenants on the second floor of the facility shall share the common area/entrance on the first floor. Education Code Sections 19999 and Title 5 Library Bond Act Regulations 20440(e)(3)(g) are incorporated herein into this Agreement.

#### **Dispute Resolution**

If any party defaults in its performance, the aggrieved party shall promptly notify the defaulting party in writing. Any dispute shall be first addressed at an administrative level between the parties. If a successful resolution cannot be obtained at the administrative level, the dispute shall be forwarded to the governing body of each party for final resolution.

#### **Indemnification**

A. County agrees to indemnify and hold harmless District and City and their employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of any negligent or intentional acts or omissions of County, its employees or agents.

B. District agrees to indemnify and hold harmless County and City, their employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of any negligent or intentional acts or omissions of District, its employees or agents.

C. City agrees to indemnify and hold harmless County and District, their employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of any negligent or intentional acts or omissions of City, its employees or agents.

**Changes and Amendments**

A. Any party may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this Agreement.

B. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the County, the District and the City.

C. No verbal agreements or conversations prior to execution of this Agreement or any requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

D. If the contemplated funding for these programs should become unavailable, the parties will re-negotiate the joint venture services to be provided under this Agreement.

By: \_\_\_\_\_ By: \_\_\_\_\_  
William J. Carroll, Chairman Karin MacMillan, Mayor  
Solano County Board of Supervisors City of Fairfield

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

By: \_\_\_\_\_  
Abe Bautista, President  
Governing Board  
Fairfield-Suisun Unified School District

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