

**AMENDMENT NO. 1 TO AGREEMENT FOR CONSTRUCTION AND OPERATION
OF A JOINT USE LIBRARY FACILITY DATED MAY 19, 1998**

The County of Ventura, on behalf of the Ventura County Free Library System, and the Oak Park Unified School District agree to amend the Agreement for Construction and Operation of a Joint Use Library Facility dated May 19, 1998, as follows:

1. SECTION 3, LOCATION OF FACILITY

The second paragraph of Section 3, entitled LOCATION OF FACILITY, is amended to state as follows:

A new joint use library facility will be constructed, and remodeled from time to time, by the Public Library, through the County of Ventura ("County"), with the concurrence of the School District, and shall conform to all applicable laws and current Division of the State Architect standards for student/teacher occupancy. Space equivalent to a minimum of eighty percent (80%) of that available in the new joint use library facility shall be made available for books and other materials for joint use by the general public and the School District students. Ten percent (10%) of the space equivalent shall be made available to the Public Library for books and materials belonging to the Public Library; ten percent (10%) of the space equivalent shall be made available to the School District for books, materials, and a language lab workspace belonging to the School District. The new joint use library facility shall be located on School District property and subject to the terms and conditions of this Agreement.

2. SECTION 6, TERMS OF JOINT USE

The introductory paragraph of Section 6, entitled TERMS OF JOINT USE, is amended to state as follows:

The School District and the Public Library agree that 80% of the joint use library facility shall be available for use by the general public as well as students of the School District, in accordance with the conditions set forth in this Section 6. The Public Library may use its ten percent (10%) of space equivalent (as described in the second paragraph of Section 3) for purposes exclusively serving Public Library functions as well as library patrons other than School District students (including, but not limited to, a story room for children). The School District may use its ten (10%) of space equivalent (as described in the second paragraph of Section 3) for purposes exclusively serving School District functions and School District students. The Public Library staff and School Librarian (as defined herein), and/or designated staff of the School District, will work cooperatively to develop and maintain quality library service for the students and the general public in accordance with this Agreement.

3. NEW SECTION 12, DESIGN, CONSTRUCTION AND OPERATION OF LANGUAGE LAB

The parties agree to add a new Section 12, entitled DESIGN, CONSTRUCTION AND OPERATION OF LANGUAGE LAB, which states as follows:

The School District will be entirely responsible for paying for the costs of architectural plans, engineering support, construction, project management, workspace furniture, and operation of the language lab workspace, subject to the specific provisions set forth below.

12.1 The School District, at its own expense, will engage Main Street Architects to prepare plans sufficient to remodel the current library facility to include a separate School District language lab workspace, consisting of approximately 594 square feet adjacent to the back parking lot. The School District will require Main Street Architects to engage electrical and structural engineers in the preparation of the plans. When the plans are completed, the School District will forward the plans to the County.

12.2 On receipt of the plans prepared pursuant to Section 12.1, the County will prepare a construction plan and cost estimate for the language lab workspace and present them to the School District for written approval by the Assistant Superintendent, Business and Administrative Services, the designee of the School District. Upon receipt of such approval, the County will engage and pay a contractor to build the language lab workspace in accordance with the plans prepared pursuant to Section 12.1 and the approved construction plan. The County will bill the School District for reimbursement of all construction costs incurred by the County in the construction of the language lab workspace, and the School District will reimburse the County for all such construction costs within 30 days of the School District's receipt of a billing statement from the County. All Proposed Change Orders to the Project shall be reviewed and approved by the District before they are issued.

12.3 The County will order and pay for workspace furniture through Tri County Office Furniture for the language lab workspace. Prior to the County placing an order for workspace furniture, the County will provide the floor plan and cost estimate for workspace furniture to the School District for written approval by the Assistant Superintendent, Business and Administrative Services, the designee of the School District. The County will bill the School District for reimbursement of all workspace furniture costs incurred by the County, and the School District will reimburse the County for all such workspace furniture costs within 30 days of the School District's receipt of a billing statement from the County. Upon the School District's reimbursement of all such workspace furniture costs, the workspace furniture will become the property of the School District.

12.4 The School District will be solely responsible for the cost of providing janitorial services for the language lab workspace. The School District will be solely responsible for costs of major items of maintenance for the interior portions of the language lab workspace such as repainting, replacement of floor coverings, and electrical wiring to accommodate changes and upgrades in computer equipment configuration. The School District will be solely responsible for procuring insurance at its own expense for any books, materials, furniture and computer equipment used in the language lab workspace.

12.5 The School District will be solely responsible for supervising School District students using, entering and leaving the language lab workspace, and ensuring that the library facility and the Public Library's materials and books are not damaged and/or removed by such students, and agrees to employ sufficient School District staff to provide such supervision. The School District will be solely responsible for ensuring that the language lab workspace room is locked when not needed for use by School District students.

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This Amendment No. 1 is executed by the County of Ventura, acting by and through the Chair of the Board of Supervisors, upon approval by the County Board of Supervisors, and by the Oak Park Unified School District, acting by and through the President of the Board of Trustees.

COUNTY OF VENTURA

Dated _____

(Chair) Board of Supervisors
County of Ventura

OAK PARK UNIFIED SCHOOL DISTRICT

Dated _____

President, Board of Trustees