



AMENDMENT I

Letter Agreement for Operation of a Satellite Branch of the Library located within the YMCA located at 3200 Spaulding Avenue, Pueblo, Colorado

1. This document amends the agreement for operation of a satellite branch of the Library, dated September 30, 2009, between the Pueblo City-County Library District, ("Library") and the Young Men's Christian Association of Pueblo, Colorado, a Colorado nonprofit corporation ("YMCA").
2. All terms, conditions and provisions remain the same as in the original agreement referenced in 1 above except:

Covenant 1., first sentence is amended after "and 123 square feet of space for storage," to include "and 160 square feet for a computer lab."

Covenant 7. is hereby stricken, to be replaced with "The Library shall provide computers, software, printing capabilities, and Internet service to the computer lab as well as oversee the operation of the computer lab. Any changes to the hardware or network configurations will be the sole responsibility of the Library. With the exception of periodic training for YMCA staff, not to exceed once per week, all access into the computer lab will be solely through the Library entrance. The entryway between the YMCA teen center and the computer lab will remain locked at all times. The YMCA will install a deadbolt to limit exiting the computer lab into the game center. Extra lighting in the entryway connecting the Library @ the Y and the Computer Lab will be paid for by the Library up to a cost of \$475. YMCA staff will coordinate the installation of this new lighting."

Executed this ____ day of _____, 2012.

[SEAL]

PUEBLO CITY-COUNTY LIBRARY DISTRICT

Attest: _____
Secretary

By _____
President

[SEAL]

YOUNG MEN'S CHRISTIAN ASSOCIATION

Attest: _____
Secretary

By _____
Director

AGREEMENT

THIS AGREEMENT ("Agreement") entered into as of September 30, 2009 by and between the Pueblo City-County Library District, ("Library") and the Young Men's Christian Association of Pueblo, Colorado, a Colorado nonprofit corporation ("YMCA"), WITNESSETH:

WHEREAS, Library and YMCA are desirous of entering into an agreement relating to the installation and operation of a satellite branch of the Library located within the new building of the YMCA located at 3200 Spaulding Avenue, Pueblo, Colorado.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, Library and YMCA agree as follows:

1. At no cost to the Library, the YMCA will provide 1,060 square feet of space with painted walls, drop ceiling, and carpet for circulation and 123 square feet of space for storage. Further reference in this Agreement to the "space" will refer to the 1,060 and 123 square feet of space mentioned above. The space cost the YMCA approximately \$250,000.00 to construct. The space will be able to be isolated from the rest of the YMCA building by lockable doors. The YMCA will provide a floor plan of the space to the library. Power, lights, heating and air conditioning utilities will be available in the space. The YMCA will maintain the interior access corridors to the space and the exterior of the building including snow and ice removal, landscaping and parking. The YMCA will provide at its expense all major maintenance of the heating and air conditioning systems. Library patrons shall have access to public restrooms which shall be maintained by the YMCA at its sole cost and expense.
2. The Library will operate in the space described above which is located west and across the hall from the YMCA Activity Pool. All Library activities and programs will take place within the confines of this space, with the exception of any programs organized and executed by mutual agreement of the parties.
3. The Library will be responsible for furnishing and equipping the satellite branch to be located in the space as well as for providing all materials necessary for its operation, pursuant to the regulations of the Library's collection development criteria used throughout the city and county of Pueblo.
4. Library will be open to all the public, at no charge, a minimum of six (6) days per week, six (6) hours per day, with the specific days and times to be determined by mutual agreement of the parties. Both parties will make efforts to communicate to the public when the Library will be open for business.
5. Library will pay for the services of one (1) staff member during its hours of operation. The employee of the Library will be qualified under the requirements

of the Pueblo City-County Library District to provide the services and enforce the policies existing at all Library locations. Services to be provided include:

- (a) readers' advisory assistance,
- (b) check-out and check-in materials, AND
- (c) event programming.

6. Library shall maintain fire and extended coverage insurance on its personal property located in the space as well as general liability insurance in amounts agreed upon by the parties naming the YMCA as an additional insured.

YMCA shall maintain fire and extended coverage insurance on the building as well as general liability insurance naming the Library as an additional insured.

7. Initially, the Library shall provide computers to use in an educational training center to be operated by the YMCA in a location separate from the library but adjacent to the library. The YMCA shall provide software for those computers.

In order to provide the most recent hardware and software for the educational training center, and as part of the Library's contribution to this partnership, the Library shall search for and apply for grants to acquire new computers and software for use in the YMCA's educational training center. The computers and software purchased will belong to the Y and stay in the educational training center. Any grant application will have both parties named as partners in the proposal. The computers will be installed in the educational training center which will be managed by the YMCA.

8. Library may have internet access for computers in its space through Comcast or any other provider of such service, at the Library's sole cost and expense. Comcast has internet service within the YMCA. Parkview Medical Center has internet service within the YMCA with a separate provider. It may be possible for Library to utilize the internet service used by Parkview Medical Center. Library shall make such investigation of this matter as it desires but shall keep YMCA advised of its wishes. Whatever internet access Library chooses to use shall be made available to the YMCA at its cost for use in the computer lab as well.
9. The parties will work together to determine what signage shall be appropriate. Construction and acquisition of any signage shall be at the Library's sole cost, unless the signage is shared with other parties using the signage such as Parkview Medical Center or the YMCA, in which event the cost shall be shared. Any external signage shall require the approval of the City of Pueblo Planning and Zoning Commission and a \$150.00 fee payable to the City.
10. Library shall be responsible for the following, at its sole cost and expense:

- (a) cleaning and general maintenance of the space;
- (b) phone, data, and internet services required for the space;
- (c) charges for electric and gas utilities consumed to light, heat and cool the space.

The utilities are not separately metered. The Library's average utility cost for the property it occupies outside of the YMCA is \$1.94 per square foot per year. The parties agree to use that figure as the initial cost to the Library. The YMCA will provide cleaning and general maintenance services to the Library at a cost to be mutually agreeable to the parties. Otherwise, Library may provide its own cleaning and general maintenance.

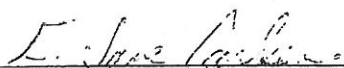
11. The YMCA is actively seeking a donor to fund construction of the space. Any donor who is willing to fund construction may be given a naming right for the space. Should the YMCA solicit a grant or donation on behalf of the Library for the purpose of helping fund the construction of the space, the Library agrees to remit up to \$250,000.00 of such funding received by the Library from a donor for the purpose of reimbursing the YMCA for the construction costs.
12. The term of this Agreement shall be one year, commencing on the date set forth above and terminating one year later. This agreement shall be automatically renewed for one year periods unless either party gives written notice to the other party of the parties desire to terminate ninety (90) days prior to termination. At the end of each year during the term hereof, the representatives of each of the entities will meet for an annual review. This will provide an opportunity for concerns to be raised from either party and for an analysis of the progress of the partnership to be conducted. Success should be measured according to the following criteria:
 - (a) number of items checked out
 - (b) traffic count
 - (c) program participation
13. The parties agree to work together to explore other services and programs that may be desirable or advisable to broaden the services offered to the general public.
14. Either party may terminate this agreement, without liability to the other party, by giving to the other party ninety (90) days' prior written notice specifying the date of termination.
15. Notwithstanding anything in this Agreement to the contrary, should Library through its agents or employees do physical damage to the space or any space Library is given access to, Library shall repair at its expense the damage.

16. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Colorado and shall be binding upon and inure to the benefit of the Library and YMCA and their successors. Neither the Library nor the YMCA may assign this Agreement or any part hereof. This agreement may be amended in writing at any time upon the mutual agreement of the Library and the YMCA.
17. All notices hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, addressed as follows: If to YMCA, 3200 Spaulding Avenue, Pueblo, CO, 81008, Attention: President, and if to Library, 100 East Abriendo Avenue, Pueblo, CO 81004, Attention: Executive Director, or such other address as either party may specify in written notice given to the other party.

Executed in Pueblo, Colorado as of the day and year first written above.

[SEAL]


PUEBLO CITY-COUNTY LIBRARY DISTRICT

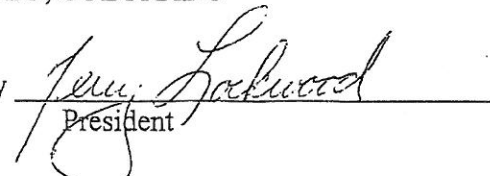
Attest: 
Secretary

By 
President

[SEAL]

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF PUEBLO, COLORADO

Attest: 
Secretary

By 
President